

MASTER SERVICES AGREEMENT

[•] [*Insert date*],

BY AND AMONG

S J PROMAAN LLP

AND

[•] [*Insert name of the Client*]

**In respect of services to be availed by [•] [*Insert name of the Client*] from S J Promaan on the portal
www.sjpromaan.com**

This Services Agreement (this “**Agreement**”) made this [●] day of [●],[●], by and among: *[Insert date]*

- (A) **S J Promaan LLP**, a limited liability partnership incorporated under the laws of India and whose registered office is at 327/328 Arun Chambers, Tardeo Road, Tardeo, Mumbai 400 034, Maharashtra, India (“**SJP** ” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); and
- (B) [●] *[Insert name of Client]*, [a company incorporated under the laws of [●]/ son of [●] residing at [●] and being a citizen of [●]] *[Insert as applicable]* (the “**Client**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

SJP and the Client are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (1) SJP is into the business of providing Maintenance Services (as hereinafter defined), marketed through its online portal www.sjpromaan.com (the “**Online Portal**”).
- (2) The Client is the lawful owner of the property more particularly set out in **Schedule 1** to this Agreement (“**Maintenance Property**”) and has the power, right and title to obtain the Maintenance Services provided by SJP.
- (3) The Client is desirous of availing Maintenance Services provided by SJP and has approached SJP to provide the Maintenance Services in connection with the Maintenance Property as more particularly set out in this Agreement.
- (4) SJP has accepted the engagement subject to the payment of Maintenance Fees and such terms and conditions as set forth in this Agreement.
- (5) SJP and the Client have entered into this Agreement governing the terms and conditions for the Maintenance Services to be provided with regard to the Maintenance Property.

Now therefore, in consideration of the mutual promises and agreements made herein and for other good and valuable consideration, the sufficiency of which is duly acknowledged, it is hereby agreed by and among the Parties hereto as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In addition to the defined terms contained elsewhere in this Agreement, the following expressions, as used in this Agreement, shall have the meanings given to such terms below, unless the context otherwise requires:

“**Additional Services**” shall have the meaning given to such term in Clause 3.1 (a) of this Agreement;

“**Agreement**” shall mean this agreement dated [●] *[Insert Date]* entered into between SJP and the Client;

“**Client**” shall have the shall have the meaning given to such term in preamble to this Agreement;

“**Enrolment Form**” shall mean the enrolment form to be filed by the Client on the Online Portal prior to executing this Agreement;

“**Licence Agreement**” shall have the meaning given to such term in Clause 5.1(a) of this Agreement;

“**Limited Maintenance Services**” shall mean the services set out in **Schedule 3** to this Agreement;

“**Maintenance Fees**” shall mean the fees paid by the Client for the Maintenance Services provided by SJP at the Maintenance Property more particularly set out in the Enrolment Form;

“**Maintenance Period**” shall have the meaning given to such term in Clause 2.1 of this Agreement;

“**Maintenance Property**” shall have the meaning given to such term in the preamble to this Agreement and in particular shall mean the property more particularly described in **Schedule 1** to this Agreement;

“**Maintenance Services**” shall mean the services set out in **Schedule 2** to this Agreement. Provided, however, they shall not include the Additional Services, for which separate charges will be levied as applicable;

“**Online Portal**” shall have the meaning given to such term in the preamble of this Agreement;

“**Party**” or “**Parties**” shall have the meaning given to such terms in the preamble to this Agreement;

“**SJP**” shall have the meaning given to such term in preamble to this Agreement;

“**Status Report**” shall mean the list of movable items, including but not limited to keys, locks, windows, sewerage pipes, stove, pans, electricity or gas installations and fittings, water taps, cookers, fireplaces, or furniture presently available in the Maintenance Property and more particularly set out in a report prepared by SJP post payment of Maintenance Fees and prior to the commencement of the Maintenance Period. It is clarified that such status report shall also be accompanied by a set of photographs setting out all parts of the Maintenance Property.

“**Terms and Conditions**” shall mean the Terms and Conditions set out on the Online Portal as updated from time to time.

“**Working Day**” shall mean a day on which the principal commercial banks in Mumbai are open for business.

1.2 The Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement.

2. PROVISION OF MAINTENANCE SERVICES

2.1 Upon payment of applicable Maintenance Fees and subject to confirmation of the Status Report by the Client to SJP, SJP agrees to provide the Maintenance Services to the Client for a period of one year from the date of confirmation of the Status Report and the date of payment of Maintenance Fees, whichever is later (the “**Maintenance Period**”).

2.2 The Maintenance Services to be provided by SJP will be in accordance with the terms and conditions set forth in this Agreement. SJP shall commence provision of the Maintenance Services only after the Client undertakes to (i) execute the Licence Agreement in the manner set out in this Agreement and (ii) confirms the Status Report as required in Clause 5.1(f) of this Agreement.

3. CONTRACT PRICE AND PAYMENT

3.1 The fee payable for the provision of Maintenance Services (the “**Maintenance Fee**”) under this Agreement shall amount to [INR/USD/EUR] [●] [*Insert amount and currency*], as agreed in the Enrolment Form, and be charged for the Maintenance Period and paid in advance through the internet payment gateway set up by SJP for this purpose on its Online Portal. Provided; however, we shall charge you separately for the following additional services set out below (the “**Additional Services**”), which shall be invoiced separately and in advance to the performance of such services:

Sr. No.	Service	Description
1.	Maintenance and Repairs	Maintenance and repair services, including but not limited to repair/ replacement of electrical fittings and electrical appliances, repair/ replacement of pumps and plumbing equipment, and

		carpentry work, with regard to the Maintenance Property in addition to the scope of the Maintenance Services.
2.	Gardening	Maintenance of lawns and surroundings, cutting of hedges, cutting / shaping of plants by gardener and removal of garbage.
3.	Legal Assistance	SJP will connect you to lawyers in the jurisdiction of the Maintenance Property to help assist the Client with legal work in regard to the Maintenance Property.
4.	Transportation Services	SJP will connect the Client to a local transportation service provider for domestic travel if required by the Client.
5.	Hotel Bookings	SJP will assist the Client in procuring hotel bookings if required by the Client. All hotel bookings will be at an additional cost to be borne solely by the Client.

3.2 The Maintenance Fees payable in connection with the provision of Maintenance Services hereunder shall be exclusive of taxes, if any, including without limitation any withholding taxes, goods and services tax and value added taxes. If any indirect tax, cess or duty, such as goods and services tax or value added tax, is payable by SJP in connection with the Maintenance Services provided in accordance with this Agreement, then such taxes shall be added along with the Maintenance Fee and collected through the OnlinePortal along with the Maintenance Fee.

3.3 The Maintenance Fees payable in connection with the provision of Maintenance Services hereunder shall be exclusive of withholding taxes required to be paid under the laws of the jurisdiction in which the Client is residing, if any. It is clarified that any such withholding taxes will be paid by the Client in the respective jurisdiction as is required over and above the Maintenance Fees paid by the Client to SJP.

3.4 The Client hereby acknowledges and agrees that SJP may delay or cancel the execution of your online instructions and/or charge back the amount of any credit to the applicable account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient.

4. OBLIGATIONS OF SJP

4.1 SJP shall have the following obligations in connection with the Maintenance Services expected to be provided under this Agreement:

- (a) Except as provided herein, SJP shall not sublicense, lend or lease or otherwise make the Maintenance Services or Maintenance Property available, to any third party.
- (b) SJP shall ensure that the Maintenance Services provided under this Agreement are in line with standards expected in the industry for such services.
- (c) SJP shall ensure that the personnel providing Maintenance Services are adequately trained for the jobs that are assigned to such personnel.
- (d) SJP shall ensure that the licence to enter and exit the Maintenance Property is only utilised for the provision of Maintenance Services by SJP, and SJP shall not use the Maintenance Property for any other purpose.
- (e) SJP shall provide the Client with the Status Report within 7 WorkingDays of receipt of payment of Maintenance Fees.

5. OBLIGATIONS OF THE CLIENT

5.1 The Client will have the following obligations in connection with the provision of Maintenance Services by SJP under this Agreement:

- (a) The Client shall promptly upon execution of this Agreement enter into a licence agreement, in the format set out in **Schedule 4** to this Agreement, that allows SJP and its designated personnel to

enter the Maintenance Property for the purpose of rendering of the Maintenance Services in accordance with this Agreement (the “**Licence Agreement**”).

- (b) The Client ensures that the funds so provided to the Service Provider have not been procured from illegal or laundered sources. Further, the client confirms that it is not subject to sanctions or scrutiny under any international law currently in force in the United States, the United Kingdom or any other member of the European Union, including without limitation, sanctions imposed by the office of foreign assets control in the United States.
- (c) The Client acknowledges that any payment made through the Online Portal, including the Maintenance Fee and taxes, if any, is in connection with the Services to be provided under this Agreement and the terms and conditions for procurement of Maintenance Services set out under the Online Portal. In case of any conflict between the terms and conditions set out in the payment portal and this Agreement, the terms and conditions set out under this Agreement shall prevail.
- (d) Irrespective of the form in which this Agreement is executed by and between the parties, by agreeing to the terms and conditions set out in the Online Portal, the Client agrees, that it has accepted, by implication, all the terms and conditions set out under this Agreement.
- (e) The Client shall along with the Licence Agreement provide SJP with a letter, in the form provided in Schedule 5 to this Agreement, addressed to the housing society in which the Maintenance Property of the Client is located. It is clarified that this obligation of the Client is only applicable in case the Maintenance Property is situated in a housing society.
- (f) The Client shall, upon receipt of the Status Report provided by SJP, provide a confirmation as to the Status Report in order to enable SJP to commence with the Maintenance Services.
- (g) The Client will promptly intimate SJP in case of any transfer of ownership and/or title in the Maintenance Property.
- (h) Such other acts and deeds as may be required for SJP to provide the Client with the Maintenance Services desired by the Client, as described and in accordance with the manner set out in Schedule 2 to this Agreement.
- (i) The Client will adhere to the Terms and Conditions.

6 PROPERTY AND RISK

- 6.1** It is acknowledged expressly hereunder that by executing this Agreement and the Licence Agreement as required under this Agreement, no right in the Maintenance Property is created in favour of SJP save and except the express licence rights granted under the Licence Agreement for the performance of the Maintenance Services in the Maintenance Property.

7 TERM

- 7.1 This Agreement will be valid for the Maintenance Period unless terminated in accordance with its terms.

8. WARRANTIES AND LIMITATION OF LIABILITY

- 8.1 The Client acknowledges that they have or will have independently determined that the Maintenance Services meets Client requirements and that the Client shall not rely on any representation made, or information provided, by SJP as to the suitability of the Maintenance Services.
- 8.2 The Client agrees to indemnify and hold harmless SJP from and against any claims, demands or causes of action whatsoever, and shall defend or settle all claims and actions brought against SJP by third parties arising out of or related to your use of the Maintenance Services and any third party access or use of the Maintenance Property, howsoever such claim or action shall have occurred or arose.
- 8.3 In no event shall SJP or any of its partners, officers, employees, shareholders or agents be liable for any general, incidental, direct, indirect, punitive, exemplary, consequential or other damages whatsoever

(including damages for loss of profits, interruption, loss of business information, or any other pecuniary loss) in connection with any claim, loss, damage, action, suit or other proceeding arising under or out of this Agreement, including without limitation the Client's use of, reliance upon, or access to, the Maintenance Property, or use of the Maintenance Services, or any rights granted to the Client hereunder, even if SJP has been advised of the possibility of such damages, whether the action is based on contract, tort (including negligence), infringement of intellectual property rights or otherwise.

8.4 In no event shall any loss, damages, claims or any other similar purport arising on account of the Maintenance Services rendered under this agreement to SJP under contract, law, tort or statute exceed the amount of the Maintenance Fees payable to SJP under this Agreement.

9. TERMINATION

9.1 This Agreement may be terminated mutually by the Parties. However, it is expressly understood by and between the Parties that any Maintenance Fee or others sums paid in advance under this Agreement shall stand forfeited by the Client in the manner set out in Clause 9.3 of this Agreement.

9.2 The licence granted to SJP by the Client for the rendering of Maintenance Services shall automatically stand terminated upon termination of this Agreement in accordance with its terms. This Agreement shall automatically stand terminated upon termination of the Licence Agreement in accordance with its terms.

9.3 This Agreement shall terminate upon the failure by the Client to perform its obligations under Clause 5 above, and any Maintenance Fee or others sums paid in advance under this Agreement shall stand forfeited by the Client in the manner set out below:

(a) In the event that obligations of the Client under Clause 5 is not fulfilled within a period of 15 days from the date of this Agreement, and the Client decides to terminate this Agreement, 25% of the Maintenance Fee shall stand forfeited.

(b) In the event that obligations of the Client under Clause 5 is not fulfilled within a period of 90 days from the date of this Agreement, and the Client decides to terminate this Agreement, 50% of the Maintenance Fee shall stand forfeited.

(c) In the event that obligations of the Client under Clause 5 is not fulfilled after the expiry of 90 days from the date of this Agreement, this Agreement shall automatically terminate and the entire Maintenance Fee paid in advance under this Agreement shall stand forfeited.

(d) In the event that the Client decides to terminate this Agreement, after the expiry of 90 days from the date of this Agreement, the entire Maintenance Fee paid in advance under this Agreement shall stand forfeited.

9.4 At the request of the Client, if SJP procures a tenant for the Maintenance Property within a period of 90 days from the date of this Agreement, 50% of the Maintenance Fee shall be refunded to the Client within a period of 10 Working Days from date the on the which the tenancy commences. It being understood that the Limited Maintenance Services shall be continued to be provided by SJP post the date of tenancy commencement in terms of the above and during the Maintenance Period.

9.5 If the Client independently procures a tenant for the Maintenance Property within a period of 90 days from the date of this Agreement, 25% of the Maintenance Fee shall be refunded to the Client with a period of 10 Working Days from date the on the which the tenancy commences. It being understood that the Limited Maintenance Services shall be continued to be provided by SJP post the date of tenancy commencement in terms of the above and during the Maintenance Period.

9.6 If the Client independently procures or SJP procures a tenant for the Maintenance Property on or after of 90 days from the date of this Agreement, the entire Maintenance Fee shall stand forfeited. It being understood that the Limited Maintenance Services shall be continued to be provided by SJP post the date of tenancy commencement in terms of the above and during the Maintenance Period.

9.7 The provisions of Clause 6, 8, 10,12 and 14 shall survive the termination of this Agreement in accordance with the provisions of this Clause9.

10. INTELLECTUAL PROPERTY

10.1 SJP retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of the Maintenance Services required under this Agreement.

11. FORCE MAJURE

11.1 We shall not be liable to provide the Maintenance Services in accordance with this Agreement in the event such circumstances beyond our control arise, such as fires, floods, acts of God, power outages and the like. Provided; however, SJP shall resume providing Maintenance Services as soon as practicable after the ceasing of the *Force Majure* conditions.

12. GOVERNING LAW AND JURISDICTION

12.1 This Agreement shall be governed by and construed in accordance with the laws of India and, subject to Clause14 below, the courts at Mumbai, India shall have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

13. CONFIDENTIALITY

The terms and conditions of this Agreement are confidential between the Parties and shall not be disclosed to anyone else, except as may be necessary to effectuate the terms of this Agreement. Provided, however, that the terms and conditions of this Agreement may be disclosed as required by applicable law.

14. ARBITRATION

14.1 The Parties agree to negotiate in good faith to resolve any dispute, difference or claim among the Parties arising out of or in connection with this Agreement or the Engagement Letters, including the construction, interpretation, implementation, validity, execution, performance, termination or alleged breach hereof of anything done or omitted to be done pursuant to this Agreement. The Managers or the Company may issue a notice (the “**Notice**”) to the other Party in respect of any such dispute, difference or claim. If the negotiations do not resolve such dispute, difference or claim to the reasonable satisfaction of the Parties within seven days of the issue of the Notice, then the Managers or the Company may invoke arbitration proceedings for the resolution of such dispute, difference or claim, which shall be finally settled in accordance with Indian Chamber of Commerce Rules for the time being in force, which rules are deemed to be incorporated by reference into this clause. The seat and venue of arbitration shall be Mumbai and the arbitration shall be conducted in English and the award shall be rendered in English. To the extent permissible by law, the parties agree to exclude (for the avoidance of any doubt) the applicability of the provisions of Part I of the Arbitration and Conciliation Act, 1996 from application to any arbitration under this clause.

14.2 For the purpose of such arbitration, there shall be a sole arbitrator appointed with the consent of the Parties who are party to the relevant dispute or claim, failing which the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

14.3 The award of the arbitrators shall be final, conclusive and binding upon the Parties and the Parties agree to be bound by such award and the successful Party may seek to enforce such award through a competent court.

14.4 Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the disputing parties, unless the award otherwise provides.

14.5 The arbitrators shall issue a written statement of their award detailing the facts and reasons upon which their decision was based.

14.6 Any reference of any dispute, difference or claim to arbitration under this Agreement shall not affect the performance by the Parties of their respective obligations under this Agreement other than the obligations relating to the dispute, difference or claim referred to arbitration.

15. COMMUNICATION

15.1 Any communication given by one Party to the other Party pursuant to this Agreement:

(a) If to SJP

(i) delivered by personally, by post or by courier:

327/328 Arun Chambers,
Tardeo Road, Tardeo,
Mumbai 400 034

(ii) email correspondence

info@sjpromaan.com

If to the Client

(i) delivered by personally, by post or by courier:

[●] [*Insert correspondence address from Enrolment Form*]

(ii) email correspondence

[●] [*Insert correspondence email address from Enrolment Form*]

15.2 All communications required or permitted under this Agreement that are addressed as provided in this Section 15 will (i) if delivered personally, by post or by courier, be deemed given upon delivery; and (ii) if delivered by email or similar electronic transmission, be deemed given when electronically confirmed.

16. AMENDMENT AND WAIVERS

16.1 No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all the Parties to this Agreement. No failure or delay by any Party in exercising any rights or remedy pursuant to this Agreement provided by general law or otherwise shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its existence at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it with the exercise of any other right or remedy. For the avoidance of doubt, any waiver of the right to terminate this Agreement as provided herein shall be effective only if expressly made and in writing.

17. SEVERABILITY

- 17.1 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

18. COUNTERPARTS

- 18.1 This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

19. ENTIRE AGREEMENT

- 19.1 This Agreement and the Licence Agreement constitute the entire agreement among the Parties relating to the subject matter hereof.

[Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

Authorized Signatory

[●] *[Insert name of the Licensor]*

Name

Designation

Authorized Signatory

S J Promaan LLP

Name

Designation

SCHEDULE 1
DESCRIPTION OF MAINTENANCE PROPERTY

The property owned by [●]and located at [●](**"Maintenance Property"**). [*To be inserted as per details provided in the Enrolment Form*]

SCHEDULE 2
MAINTENANCE SERVICES – PLATINUM PACKAGE

1. The Maintenance Services to be provided by SJP to the Client are as below:

Sr. No.	Service	Description
1.	House-keeping and cleaning	Includes mopping, sweeping, broom cleaning and dusting of the Maintenance Property once in a month during the Maintenance Period.
2.	Pest Control	Includes the use of herbal and eco-friendly pesticides to treat against ants and cockroaches at the Maintenance Property and will be conducted quarterly during the Maintenance Period. The pesticides used will be ISI marked.
3.	Featuring property on website	This service is only applicable to those Clients desirous of renting out the Maintenance Property. In such a case, not more than 6 pictures of the Maintenance Property, not exceeding a size limit of 5 MB per picture and 25 MB in aggregate, will be uploaded to the portal www.sjpromaan.com in order to facilitate procurement of tenants.
4.	Intimation of calamities	SJB will, upon being intimated of any calamity, promptly inform the Client regarding such a calamity at the Maintenance Property.
5.	Surveillance Cameras	A Maximum of 4 (four) surveillance cameras will be installed at the Maintenance Property. However, the cost of viewing/uploading will be borne by the Client.
6.	Electrical	A summary of the electrical fittings and electric appliances at the Maintenance Property will form a part of the Status Report provided to the Client by SJP. Thereafter, the electric fittings and electric appliances will be monitored and a similar report will be provided to the Client by SJP every 3 (three) months for the remainder of the Maintenance Period. For the avoidance of doubt it is clarified that any maintenance and/or repair of electric fittings and/or electric appliances will be charged as an Additional Service in accordance with the terms and conditions of the Agreement.
7.	Plumbing	A summary of the plumbing appliances at the Maintenance Property will form a part of the Status Report provided to the Client by SJP. Thereafter, the plumbing appliances will be monitored and a similar report will be provided to the Client by SJP every 3 (three) months for the remainder of the Maintenance Period. For the avoidance of doubt it is clarified that any maintenance and/or repair of plumbing appliances will be charged as an Additional Service in accordance with the terms and conditions of the Agreement.
8.	Payment of Utility Bills	In the event that the Client requires SJP to deposit payments of utility bills of the Client relating to the Maintenance Property, SJP will deposit such payments on behalf of the Client. For the avoidance of doubt it is clarified that in case the Client is desirous of availing this service, the Client will provide SJP with the amount to be deposited in advance and SJB will then deposit the amount with the appropriate authority within 5 Working Days of receipt of the amount.
9.	Guardianship	SJP will provide to the Client copies of all communication from the cooperative housing society to the owner(s) of property in such a cooperative housing society. It is hereby clarified that this service is limited to Maintenance Property that is situated in a cooperative housing society. It is further clarified that such communication will be provided by SJP to the Client promptly upon receipt of communication by SJP from the cooperative housing society.
10.	Airport pick-up/ drop	A one-time, free of cost, airport pick up and drop service will be available to the Client on any date during the Maintenance Period that is desired by the Client. The Client will have to intimate SJP of such pick-up and/or drop to the airport along with the time of pick-

Sr. No.	Service	Description
		up and/or drop at least 5 Working Days prior to the date on which this service is required. It is clarified that the one-time free of cost airport pick-up and/or drop will be provided for a maximum of 35 kilometres beyond which additional charges will be payable by the Client, as applicable. Provided however any further airport pick-up and/or drop services may be availed by the Client in accordance with the terms of the Additional Services set out in this Agreement.
11.	Logistics support	SJP will connect the Client to a logistics provider in order to meet requirements of the Client in this regard, if any. For the avoidance of doubt it is clarified that any agreement between the Client and the logistics service provider is a third party agreement and any costs required to be paid by the Client under such an Agreement is separate from any payment made by the Client to SJP and in particular the Maintenance Fees.
12.	Domestic help assistance	SJP will connect the Client to domestic help in order to meet requirements of the Client in this regard, if any, for the dates as required by the Client and communicated separately to SJP. For the avoidance of doubt it is clarified that any agreement between the Client and the domestic help is a third party agreement and any costs required to be paid by the Client under such an Agreement is separate from any payment made by the Client to SJP and in particular the Maintenance Fees.
13.	Grocery and provisions stock up	In case the Client is desirous of stocking up the Maintenance Property with groceries and/or provisions, the Client will communicate to SJP, at least 6 (six) Working Days before the date of delivery of groceries and/or provisions, a list of all groceries and/or provisions required by the Client and the date on which such groceries and/or provisions are to be delivered. SJP will within 1 (one) Working Day of receipt of such information provide the Client with a list of groceries and/or provisions that can be made available along with an invoice for such groceries and/or provisions. The Client will, no later than 3 (three) Working Days, prior to the date of delivery of groceries and/or provisions deposit the invoiced amount on the Online Portal. For the avoidance of doubt it is clarified that SJP does not undertake to provide all the groceries and/or provisions required by the Client and the provision of groceries and/or provisions is subject to the availability of such groceries and/or provisions. It is further clarified that SJP will make no purchase of groceries and/or provisions until receipt of the invoiced amount in this regard.
14.	Annual Maintenance Service reminders	SJP will inform the Client, by way of email reminders, in case any maintenance service is due at the Maintenance Property.
15.	Payment of Society Maintenance/ Property Tax	In the event that the Client requires SJP to deposit payments of society maintenance/ property tax of the Client relating to the Maintenance Property, SJP will deposit such payments on behalf of the Client. For the avoidance of doubt it is clarified that in case the Client is desirous of availing this service, the Client will provide SJP with the amount to be deposited in advance and SJB will then deposit the amount with the appropriate authority within 5 Working Days of receipt of the amount.
16.	Deep Cleaning	Deep cleaning services will be made available once a year and will include the following activities: a. Ceiling fans and light fixtures (dusted) b. Cobwebs removed c. Blinds and window sills (dusted) d. Moldings and woodwork (dusted) e. Baseboards (dusted) f. Lamp and lampshades (dusted) g. Pictures and knick-knacks (dusted)

Sr. No.	Service	Description
		h. Furniture (dusted and polished and or vacuumed) i. Top of refrigerator j. Outside of appliances cleaned /inside microwave k. Stove-top and backsplashes (washed) l. All sinks (scrubbed/disinfected) m. Mirrors n. Tub/Shower and tiles cleaned o. All bathroom counters and fixtures cleaned p. Wastebaskets emptied q. Beds made (includes master and 1 additional bed) r. Stairs (vacuumed, wood dusted) s. Floors (vacuumed and /or mopped) t. Vacuum all carpeted areas
17.	Finding Tenant	If desired by the Client, SJP will attempt to procure, on a best efforts basis, a tenant for the Maintenance Property. In case SJP successfully procures a tenant for the Client, the Client will be provided with Limited Maintenance Services in accordance with Clause 9.4 or 9.6 of this Agreement, as applicable. It is hereby clarified that the Maintenance Fee forfeited by the Client in case SJB successfully procures a tenant for the Client will be in accordance with Clause 9.4 or 9.6 of this Agreement, as applicable. It is further clarified that the terms and conditions of such tenancy will be governed by a separate agreement.
18.	Correspondence with society	SJP will liaise with the society where the Maintenance Property is situated on behalf of the Client if instructed by the Client in this regard.

2. The Additional Services that may be availed by the Client at an additional cost are as follows:

Sr. No.	Service	Description
1.	Maintenance and Repairs	Maintenance and repair services, including but not limited to repair/ replacement of electrical fittings and electrical appliances, repair/ replacement of pumps and plumbing equipment, and carpentry work, with regard to the Maintenance Property in addition to the scope of the Maintenance Services.
2.	Gardening	Maintenance of lawns and surroundings, cutting of hedges, cutting / shaping of plants by gardener and removal of garbage.
3.	Legal Assistance	SJP will connect you to lawyers in the jurisdiction of the Maintenance Property to help assist the Client with legal work in regard to the Maintenance Property.
4.	Transportation Services	SJP will connect the Client to a local transportation service provider for domestic travel if required by the Client.
5.	Hotel Bookings	SJP will assist the Client in procuring hotel bookings if required by the Client. All hotel bookings will be at an additional cost to be borne solely by the Client.

SCHEDULE 3
LIMITED MAINTENANCE SERVICES

Sr. No.	Service	Description
1.	Pest Control	Includes the use of herbal and eco-friendly pesticides to treat against ants and cockroaches at the Maintenance Property and will be conducted quarterly during the Maintenance Period. The pesticides used will be ISI marked.
2.	Intimation of calamities	SJB will, upon being intimated of any calamity, promptly inform the Client regarding such a calamity at the Maintenance Property.
3.	Collection of Rent	If required by the Client, SJP will collect rent due by the tenant residing at the Maintenance Property and deposit the amount in with the Client in the manner specified/ instructed by the Client in this regard.
4.	Annual Maintenance Service reminders	SJP will inform the Client, by way of email reminders, in case any maintenance service is due at the Maintenance Property.
5.	Guardianship	SJP will provide to the Client copies of all communication from the cooperative housing society to the owner(s) of property in such a cooperative housing society. It is hereby clarified that this service is limited to Maintenance Property that is situated in a cooperative housing society. It is further clarified that such communication will be provided by SJP to the Client promptly upon receipt of communication by SJP from the cooperative housing society.
6.	Payment of Society Maintenance/ Property Tax	In the event that the Client requires SJP to deposit payments of society maintenance/ property tax of the Client relating to the Maintenance Property, SJP will deposit such payments on behalf of the Client. For the avoidance of doubt it is clarified that in case the Client is desirous of availing this service, the Client will provide SJP with the amount to be deposited in advance and SJB will then deposit the amount with the appropriate authority within 5 Working Days of receipt of the amount.
7.	Legal Assistance	SJP will connect you to lawyers in the jurisdiction of the Maintenance Property to help assist the Client with legal work in regard to the Maintenance Property.

**SCHEDULE 4
FORM OF LICENCE AGREEMENT**

LICENCE AGREEMENT

This licence agreement (this “**Agreement**”) made this [●] day of [●],[●], by and among: [*Insert Date*]

[●], [a company incorporated under the laws of [●]/ son of [●] residing at [●] and being a citizen of [●]] [*Insert as applicable*] (hereinafter referred to as the “Licensor”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the ONE PART

and

S J Promaan LLP, a limited liability partnership registered under the Limited Liability Partnership Act, 2008 having its registered office at 327/328 Arun Chambers, Tardeo Road, Tardeo, Mumbai 400 034 (hereinafter referred to as the “SJP”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART.

The Licensor and Licensees (as hereinafter defined) are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

1. The Licensor is the lawful owner of the property described in Schedule 1 to this Agreement (“**Maintenance Property**”).
2. The Licensor has approached SJP to provide services for maintenance and up-keeping of the Maintenance Property and SJP has accepted the engagement in accordance with the terms and conditions set forth in the Master Services Agreement entered into between the Parties dated this day. (“**Master Services Agreement**”)
3. The Licensor has therefore agreed to grant a licence to the Licensee to use the Maintenance Property for providing the services set out in Schedule 2 to this Agreement (“**Maintenance Services**”) in accordance with the terms and conditions set forth in this Agreement.

Now therefore, in consideration of the mutual promises and agreements made herein and for other good and valuable consideration, the sufficiency of which is duly acknowledged, it is hereby agreed by and among the Parties hereto as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In addition to the defined terms contained elsewhere in this Agreement, the following expressions, as used in this Agreement, shall have the meanings given to such terms below, unless the context otherwise requires:

“**Agreement or Licence Agreement**” shall mean this agreement dated [●] [*Insert date of the Agreement*];

“**Master Services Agreement**” shall mean the master services agreement entered into between SJP and [●] [*Insert name of the Licensor*] dated [●] [*Insert date of the Agreement*].

- 1.2. The Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement.
- 1.3. Capitalized terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in the Master Services Agreement.

2. GRANT OF LICENCE

- 2.1. Subject to compliance by SJP of its obligations under this Agreement, the Licensor hereby grants to SJP and its employees, representatives, agents, contractors and sub-contractors (collectively, the “**Licensees**”), a revocable and non-exclusive licence (“**Licence**”) to enter the Maintenance Property for the limited and sole purpose of performing the Maintenance Services, and to do any such acts and deeds, including but not limited to the installation, maintenance, repair, relocation, or replacement of any of the movable property, including but not limited to plumbing and electrical appliances, located at the Maintenance Property on and subject to the terms and conditions set forth in the Master Services Agreement.

3. CONSIDERATION

- 3.1. In consideration for granting of the Licence by the Licensor to the Licensee, the Licensee hereby agrees to provide the Maintenance Services at the Maintenance Property in accordance with the terms and conditions set out in the Master Service Agreement.

4. ENTRY

- 4.1. The Licensees shall (1) provide the society where the Maintenance Property is located with the letter provided by the Licensor in accordance with the terms of the Master Services Agreement, and (2) perform the Maintenance Services in a good and workmanlike manner in compliance with all applicable laws and professional standards which govern the Maintenance Services. It is hereby clarified that the aforementioned letter will be required to be provided by the Licensor only in case the Maintenance Property is located in a housing society.

5. COMPLETION

- 5.1. Upon expiration of the Licence and after completion of the Maintenance Services, the Licensees shall, at their sole cost and expense, (1) remove all equipment placed on the Maintenance Property, and (2) intimate the Licensor of completion of the Maintenance Services.

6. REPRESENTATIONS AND WARRANTIES BY THE LICENSEES

- 6.1. The Licensees shall use the Maintenance Property only for the purposes of performing the Maintenance Services as required by the Client in accordance with the terms and conditions of the Master Service Agreement.
- 6.2. The Licensees shall at all times maintain due care while performing the Maintenance Service at the Maintenance property of the Licensor.
- 6.3. The Licensee shall not create a sub-licence with regard to the Maintenance Property, except with prior written consent of the Licensor.
- 6.4. The Licensees shall within 5 Working Days of execution of this Agreement and the Master Services Agreement provide the Licensor with the Status Report.
- 6.5. The Licensees shall not make any alterations or additions to the premises or to any installation therein, whether structural or otherwise, or drive or permit any nails or screws to be driven into the walls, ceiling or furniture of the premises or in any manner whatsoever do or permit anything to be done that may be calculated to damage the walls or any other portion of the premises, without prior written consent from the Licensor.
- 6.6. Nothing in this Agreement shall be deemed to grant a lease or tenancy and the Licensee agrees and warrants that no such contention shall be taken up by the Licensee at any time.

7. REPRESENTATIONS AND WARRANTIES BY THE LICENSOR

- 7.1. The Licensor has valid right and title to the Maintenance Property more particularly described in Schedule 2 to this Agreement.
- 7.2. The Licensor shall disclose any defect in the Maintenance Property, likely to be dangerous to the person or property of the Licensees.

7.3. The Licensor shall promptly disclose to the Licensees in case of any change in title or ownership of the Maintenance Property.

8. TERM

8.1. The Licence granted by the Licensor to the Licensee under this Agreement shall commence on the date hereof (“**Effective Date**”) and shall be valid for a period of one (1) year from the Effective Date or until completion of the Maintenance Period under the Master Services Agreement, whichever is later.

9. TERMINATION

9.1. This Agreement will terminate immediately upon termination of the Master Service Agreement in accordance with its terms and conditions.

9.2. This Agreement may be terminated by the Licensor in case of a breach of a representation and warranty made by the Licensee under Clause 6 of this Agreement.

9.3. This Agreement may be terminated by the Licensee in case of a breach of a representation and warranty made by the Licensor under Clause 7 of this Agreement.

10. LIABILITY

10.1. By granting this Licence, the Licensor does not assume or admit liability or responsibility for any damage or injury caused by the Licensees, or its agents, employees, representatives or contractors, or by any third party in connection with the Maintenance Services, or in connection with any contamination or environmental release on or under the Maintenance Property.

10.2. By accepting this Licence the Licensees do not admit or assume responsibility for any damage or injury caused by the Licensor, or any third party in connection with the Maintenance Services, or in connection with any contamination or environmental release on or under the Maintenance Property.

10.3. The Licensor hereby waives and releases the Licensee for, from and against any and all claims, lawsuits, damages, and actions, arising out of the entry by Licensee(s) (unless caused by Licensee's negligence) for the performance of the Maintenance Services.

11. COMMUNICATION

11.1. Any communication given by one Party to the other Party pursuant to this Agreement:

(a) If to the Licensor

(i) delivered by personally, by post or by courier:

[●] [*Insert correspondence address of the Licensor*]

(ii) email correspondence

[●] [*Insert email address of the Licensor*]

(b) If to SJP

(i) delivered by personally, by post or by courier:

327/328 Arun Chambers,
Tardeo Road, Tardeo,
Mumbai 400 034

(ii) email correspondence

info@sjpromaan.com

11.2. All communications required or permitted under this Agreement that are addressed as provided in this Section 11 will (i) if delivered personally, by post or by courier, be deemed given upon delivery; and (ii) if delivered by email or similar electronic transmission, be deemed given when electronically confirmed.

12. AMENDMENT AND WAIVERS

12.1. No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all the Parties to this Agreement. No failure or delay by any Party in exercising any rights or remedy pursuant to this Agreement provided by general law or otherwise shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its existence at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it with the exercise of any other right or remedy. For the avoidance of doubt, any waiver of the right to terminate this Agreement as provided herein shall be effective only if expressly made and in writing.

13. SEVERABILITY

13.1. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

14. COUNTERPARTS

14.1. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

15. ENTIRE AGREEMENT

15.1. The Master Services Agreement and this Licence Agreement constitute the entire agreement among the Parties relating to the subject matter hereof.

[Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

Authorized Signatory
[●] *[Insert details of Licensor]*
Name
Designation

Authorized Signatory
S J Promaan LLP
Name
Designation

**SCHEDULE 1
DESCRIPTION OF MAINTENANCE PROPERTY**

The property owned by [●] and located at [●] (“Maintenance Property”). [*Insert Maintenance Property details*]

SCHEDULE 2
MAINTENANCE SERVICES – PLATINUM PACKAGE

1. The Maintenance Services to be provided by SJP to the Client are as below:

Sr. No.	Service	Description
1.	House-keeping and cleaning	Includes mopping, sweeping, broom cleaning and dusting of the Maintenance Property once in a month during the Maintenance Period.
2.	Pest Control	Includes the use of herbal and eco-friendly pesticides to treat against ants and cockroaches at the Maintenance Property and will be conducted quarterly during the Maintenance Period. The pesticides used will be ISI marked.
3.	Featuring property on website	This service is only applicable to those Clients desirous of renting out the Maintenance Property. In such a case, not more than 6 pictures of the Maintenance Property, not exceeding a size limit of 5 MB per picture and 25 MB in aggregate, will be uploaded to the portal www.sjpromaan.com in order to facilitate procurement of tenants.
4.	Intimation of calamities	SJB will, upon being intimated of any calamity, promptly inform the Client regarding such a calamity at the Maintenance Property.
5.	Surveillance Cameras	A Maximum of 4 (four) surveillance cameras will be installed at the Maintenance Property. However, the cost of viewing/uploading will be borne by the Client.
6.	Electrical	A summary of the electrical fittings and electric appliances at the Maintenance Property will form a part of the Status Report provided to the Client by SJP. Thereafter, the electric fittings and electric appliances will be monitored and a similar report will be provided to the Client by SJP every 3 (three) months for the remainder of the Maintenance Period. For the avoidance of doubt it is clarified that any maintenance and/or repair of electric fittings and/or electric appliances will be charged as an Additional Service in accordance with the terms and conditions of the Agreement.
7.	Plumbing	A summary of the plumbing appliances at the Maintenance Property will form a part of the Status Report provided to the Client by SJP. Thereafter, the plumbing appliances will be monitored and a similar report will be provided to the Client by SJP every 3 (three) months for the remainder of the Maintenance Period. For the avoidance of doubt it is clarified that any maintenance and/or repair of plumbing appliances will be charged as an Additional Service in accordance with the terms and conditions of the Agreement.
8.	Payment of Utility Bills	In the event that the Client requires SJP to deposit payments of utility bills of the Client relating to the Maintenance Property, SJP will deposit such payments on behalf of the Client. For the avoidance of doubt it is clarified that in case the Client is desirous of availing this service, the Client will provide SJP with the amount to be deposited in advance and SJB will then deposit the amount with the appropriate authority within 5 Working Days of receipt of the amount.
9.	Guardianship	SJP will provide to the Client copies of all communication from the cooperative housing society to the owner(s) of property in such a cooperative housing society. It is hereby clarified that this service is limited to Maintenance Property that is situated in a cooperative housing society. It is further clarified that such communication will be provided by SJP to the Client promptly upon receipt of communication by SJP from the cooperative housing society.
10.	Airport pick-up/ drop	A one-time, free of cost, airport pick up and drop service will be available to the Client on any date during the Maintenance Period that is desired by the Client. The Client will have to intimate SJP of such pick-up and/or drop to the airport along with the time of pick-

Sr. No.	Service	Description
		up and/or drop at least 5 Working Days prior to the date on which this service is required. It is clarified that the one-time free of cost airport pick-up and/or drop will be provided for a maximum of 35 kilometres beyond which additional charges will be payable by the Client, as applicable. Provided however any further airport pick-up and/or drop services may be availed by the Client in accordance with the terms of the Additional Services set out in this Agreement.
11.	Logistics support	SJP will connect the Client to a logistics provider in order to meet requirements of the Client in this regard, if any. For the avoidance of doubt it is clarified that any agreement between the Client and the logistics service provider is a third party agreement and any costs required to be paid by the Client under such an Agreement is separate from any payment made by the Client to SJP and in particular the Maintenance Fees.
12.	Domestic help assistance	SJP will connect the Client to domestic help in order to meet requirements of the Client in this regard, if any, for the dates as required by the Client and communicated separately to SJP. For the avoidance of doubt it is clarified that any agreement between the Client and the domestic help is a third party agreement and any costs required to be paid by the Client under such an Agreement is separate from any payment made by the Client to SJP and in particular the Maintenance Fees.
13.	Grocery and provisions stock up	In case the Client is desirous of stocking up the Maintenance Property with groceries and/or provisions, the Client will communicate to SJP, at least 6 (six) Working Days before the date of delivery of groceries and/or provisions, a list of all groceries and/or provisions required by the Client and the date on which such groceries and/or provisions are to be delivered. SJP will within 1 (one) Working Day of receipt of such information provide the Client with a list of groceries and/or provisions that can be made available along with an invoice for such groceries and/or provisions. The Client will, no later than 3 (three) Working Days, prior to the date of delivery of groceries and/or provisions deposit the invoiced amount on the Online Portal. For the avoidance of doubt it is clarified that SJP does not undertake to provide all the groceries and/or provisions required by the Client and the provision of groceries and/or provisions is subject to the availability of such groceries and/or provisions. It is further clarified that SJP will make no purchase of groceries and/or provisions until receipt of the invoiced amount in this regard.
14.	Annual Maintenance Service reminders	SJP will inform the Client, by way of email reminders, in case any maintenance service is due at the Maintenance Property.
15.	Payment of Society Maintenance/ Property Tax	In the event that the Client requires SJP to deposit payments of society maintenance/ property tax of the Client relating to the Maintenance Property, SJP will deposit such payments on behalf of the Client. For the avoidance of doubt it is clarified that in case the Client is desirous of availing this service, the Client will provide SJP with the amount to be deposited in advance and SJB will then deposit the amount with the appropriate authority within 5 Working Days of receipt of the amount.
16.	Deep Cleaning	Deep cleaning services will be made available once a year and will include the following activities: a. Ceiling fans and light fixtures (dusted) b. Cobwebs removed c. Blinds and window sills (dusted) d. Moldings and woodwork (dusted) e. Baseboards (dusted) f. Lamp and lampshades (dusted) g. Pictures and knick-knacks (dusted)

Sr. No.	Service	Description
		<ul style="list-style-type: none"> h. Furniture (dusted and polished and or vacuumed) i. Top of refrigerator j. Outside of appliances cleaned /inside microwave k. Stove-top and backsplashes (washed) l. All sinks (scrubbed/disinfected) m. Mirrors n. Tub/Shower and tiles cleaned o. All bathroom counters and fixtures cleaned p. Wastebaskets emptied q. Beds made (includes master and 1 additional bed) r. Stairs (vacuumed, wood dusted) s. Floors (vacuumed and /or mopped) t. Vacuum all carpeted areas
17.	Finding Tenant	If desired by the Client, SJP will attempt to procure, on a best efforts basis, a tenant for the Maintenance Property. In case SJP successfully procures a tenant for the Client, the Client will be provided with Limited Maintenance Services in accordance with Clause 9.4 or 9.6 of this Agreement, as applicable. It is hereby clarified that the Maintenance Fee forfeited by the Client in case SJB successfully procures a tenant for the Client will be in accordance with Clause 9.4 or 9.6 of this Agreement, as applicable. It is further clarified that the terms and conditions of such tenancy will be governed by a separate agreement.
18.	Correspondence with society	SJP will liaise with the society where the Maintenance Property is situated on behalf of the Client if instructed by the Client in this regard.

2. The Additional Services that may be availed by the Client at an additional cost are as follows:

Sr. No.	Service	Description
1.	Maintenance and Repairs	Maintenance and repair services, including but not limited to repair/ replacement of electrical fittings and electrical appliances, repair/ replacement of pumps and plumbing equipment, and carpentry work, with regard to the Maintenance Property in addition to the scope of the Maintenance Services.
2.	Gardening	Maintenance of lawns and surroundings, cutting of hedges, cutting / shaping of plants by gardener and removal of garbage.
3.	Legal Assistance	SJP will connect you to lawyers in the jurisdiction of the Maintenance Property to help assist the Client with legal work in regard to the Maintenance Property.
4.	Transportation Services	SJP will connect the Client to a local transportation service provider for domestic travel if required by the Client.
5.	Hotel Bookings	SJP will assist the Client in procuring hotel bookings if required by the Client. All hotel bookings will be at an additional cost to be borne solely by the Client.

SCHEDULE 5
FORM OF LETTER TO HOUSING SOCIETY

[On the letterhead of the Client]

[To be provided at the time of signing the Licence Agreement]

Date: [●]

To,

[●] *[Insert name of housing society]*

[●] *[Insert address of housing society]*

([●] *[Insert name of housing society]*) has been hereinafter referred to as the “**Society**”)

Subject: Authority letter for entering premises.

I, [●], am the owner of the property more particularly set out in Schedule 1 to this letter (“**Maintenance Property**”).

This letter is to inform you that I have granted S J Promaan LLP and its employees, representatives, agents, contractors and sub-contractors permission to enter the Maintenance Property situated within the Society in order to facilitate the provision of maintenance services to be provided by S J Promaan LLP.

The permission hereby authorised/ granted by me to the Society to allow S J Promaan and its employees, representatives, agents, contractors and sub-contractors permission to enter the Maintenance Property situated within the Society will be valid for a period of one (1) year from the date of this letter.

In the case that completion of the Maintenance Period under the Master Services Agreement continues for a period exceeding one year from the [date of the date of the Licence Agreement], I will intimate the Society regarding the completion of the Maintenance Period.

In the interim you are requested you grant S J Promaan and its employees, representatives, agents, contractors and sub-contractors permission to enter the Society for carrying out maintenance services at the Maintenance Property.

Yours faithfully,

[Insert name of the Client]

CC:

S J Promaan LLP

[●] *[Insert Address]*