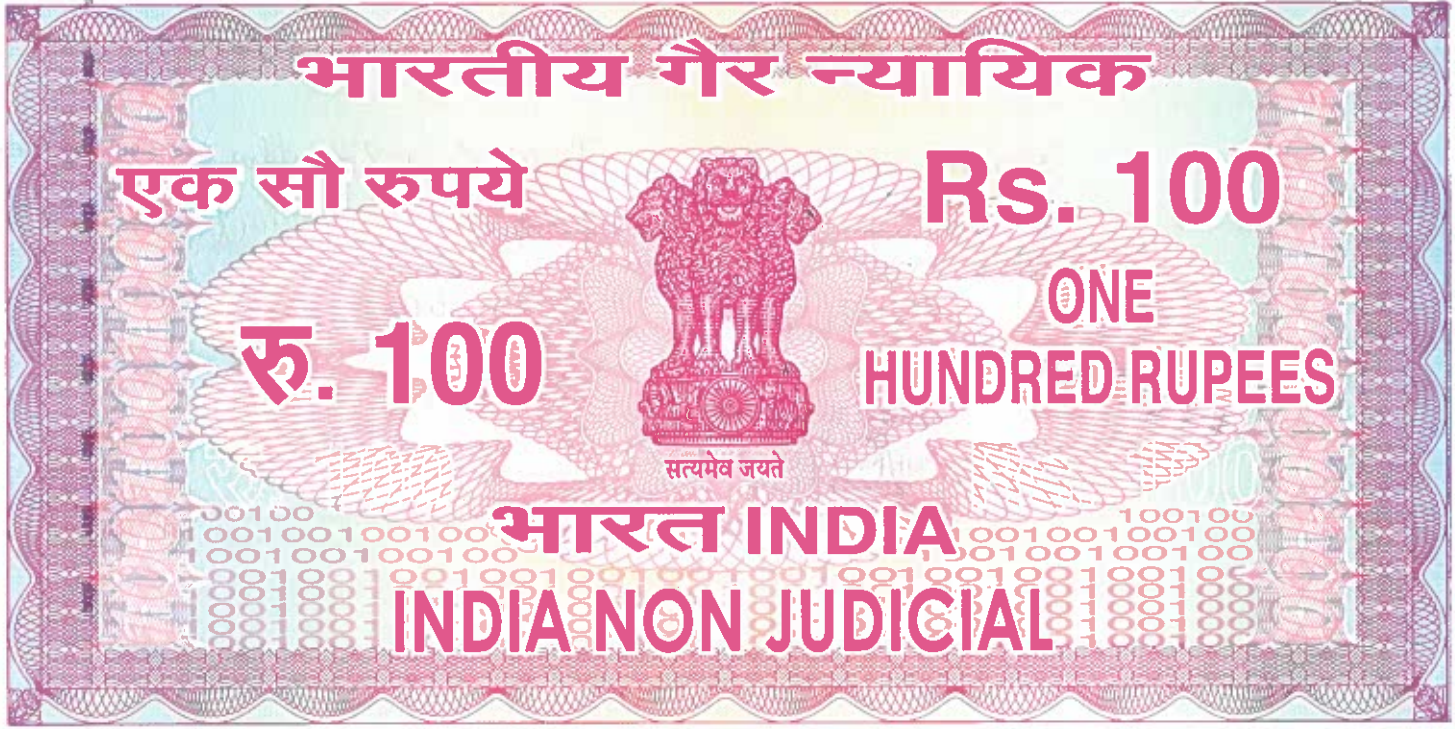




पश्चिम बंगाल WEST BENGAL

AS 631944

PROPERTY MANAGEMENT SERVICE AGREEMENT

This Property Management Service Agreement (“**Agreement**”) is made at Kolkata on this 6th day of September 2024.

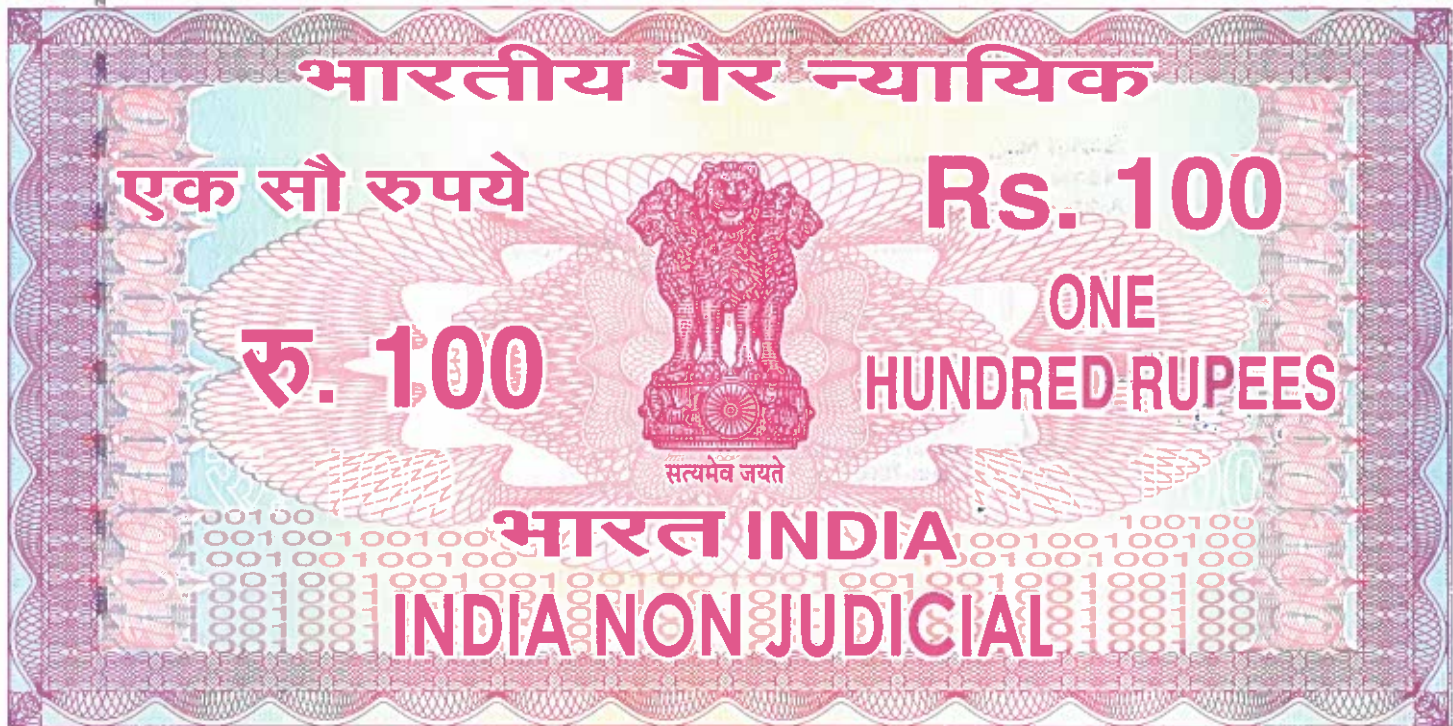
BETWEEN

JONES LANG LASALLE BUILDING OPERATIONS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at 1110, Ashoka Estate, Barakhamba Road, Connaught Place, New Delhi – 110 001, India, bearing **PAN: AAACW4495Q** (hereinafter referred to as “**JLLBO**”) represented by its authorized signatory Mr. Ravinder D Kumar and shall include its successors and permitted assigns, of the **First Part**.

AND

ECOS Association of Apartment Owners, an association registered under West Bengal Apartment Ownership Act, XVI of 1972 and having its registered office at Jatragachi, New Town, Kolkata-700161, West Bengal, bearing **PAN: AACAE5881C** (“**CLIENT**”) represented by its authorized signatory Mr. Anup Sarkar and shall include its successors and permitted assigns, of the **Second Part**.





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AS 631943

JLLBO and the CLIENT are also hereinafter individually referred to as “Party” and collectively as “Parties”.

WHEREAS JLLBO is engaged in the business of providing or overseeing Property management services in India.

WHEREAS the CLIENT is the registered owners’ association of the Property at “ECOS”, located at **Jatragachi, New Town, Kolkata-700161, West Bengal.**

WHEREAS JLLBO has offered, and the CLIENT has accepted the provision of certain Property management services to be delivered at the Property in accordance with the terms and conditions of this Agreement.

NOW THIS AGREEMENT WITNESSETH THE TERMS AND CONDITIONS DETAILED HEREUNDER:

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Agreement, unless the context otherwise requires:



- a) **"Applicable Law"** shall mean all laws, including rules, regulations, circulars and notifications made there under and judgments, decrees, injunctions, writs and orders of the courts of India, applicable or related to the Services or any part of it required to be followed in the performance and discharge of the respective rights and obligations of the respective Parties hereunder.
- b) **"Authorised Representative"** means the person to whom a Party may address communications as per Clause 18.7 and who has authority to act for and bind the Party in relation to matters connected with this Agreement.
- c) **"Business Day"** means a day on which major trading banks are open for business in the state in which the Services are provided excluding a Saturday, Sunday and public holiday.
- d) **"Commencement Date"** means the dates set out in Item 1 of the reference schedule in respect of the Services.
- e) **"End Date"** means the date set out in Item 3 of the reference schedule.
- f) **"Property"** means the Property of CLIENT described in Schedule 3.
- g) **"Fees"** means the fees as described in Schedule 2.
- h) **"Financial Year"** means each period of twelve (12) months commencing on 1 April in each year during the Term, or such lesser period in the first year of operation of this Agreement being the period between the Commencement Date and the 31 March immediately following.
- i) **"Force Majeure Event"** means and includes, but not limited to, acts of God or force of nature, landslide, earthquake, flood, fire, lightning, explosion, major storm (hurricane, typhoon, cyclone etc.) or major storm warning, tidal wave, shipwreck and perils of navigation, act of war (declared or undeclared) or public enemy, terrorism, strike, act or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage, accident or similar events beyond the control of the Parties or either of them.
- j) **"Intellectual Property"** means any intellectual property including without limitation:
 - (i) any patent, trade mark or service mark, copyright (including any software), registered design, trade secret or confidential information; or
 - (ii) any licence or other right to use, or to grant the use of, any of the above or to be the registered owner or user of any of them, including any licence of software.

1.1.18 **"Services"** mean the services provided by JLLBO as set out in Schedule 1.

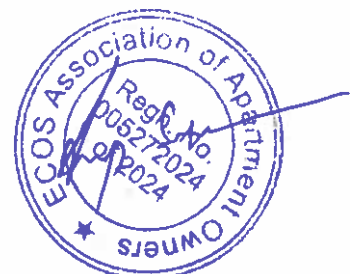


1.1.11. “Term” has the meaning given to it in Item 2 of the reference schedule.

1.2. Interpretations

In this Agreement unless the contrary intention appears:

- 1.2.1.** a reference to this Agreement or another instrument includes any variation or replacement of this Agreement or that instrument and includes all Schedules attached to this Agreement, any new Schedules, annexures and exhibits to this agreement or that instrument;
- 1.2.2.** a reference to a statute, ordinance, code or other law includes regulations and other instruments made under it an consolidations, amendments, re-enactments or replacements of any of them;
- 1.2.3.** the singular includes the plural and vice versa, words including one gender include other genders;
- 1.2.4.** a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) transferees and permitted assigns;
- 1.2.5.** heading and marginal notes have been inserted for guidance only and do not form part of the context;
- 1.2.6.** a reference to a thing (including, without limitation, any amount) is a reference to the whole or any part of that thing and a reference to a group of persons is a reference to any two or more of them collectively and to each of them individually;
- 1.2.7.** person includes a firm, a company, partnership, joint venture, association, corporation or other body corporate, a person, an unincorporated association or an authority;
- 1.2.8.** a reference to a body or authority which has ceased to exist includes the body or authority which now serves substantially the same objects as the body or authority referred to;
- 1.2.9.** a reference to the president of a body or authority, if there is not such person, is a reference to the senior officer of or to the person who fulfils the duties of president in the body or authority;
- 1.2.10.** the recitals form part of this Agreement.



2. PERFORMANCE OF SERVICES

- 2.1.** CLIENT acknowledges that JLLBO employees, agents, contractors, may perform Services similar to the Services for other clients and that this Agreement does not prevent JLLBO from using or deploying them to provide services to persons other than CLIENT.
- 2.2.** In the event CLIENT appoints any third-party service provider to perform any other services at the Property, the CLIENT shall be solely responsible towards discharging all related contractual and statutory obligations towards such third-party service providers.
- 2.3. Suspension of Services**
- 2.3.1.** During the Term of this Agreement, JLLBO shall have a right to suspend the Services in the event of a Force Majeure Event and/or non-payment of fees by the CLIENT. If JLLBO suspends the Services due to a Force Majeure Event, JLLBO shall prior inform the CLIENT in writing wherever possible with a notice of fifteen (15) days in advance. The CLIENT agrees to pay JLLBO for the Services rendered during such a Force Majeure Event, as per mutually agreed terms.
- 2.3.2.** However, in the event of non-payment of fees by the CLIENT, JLLBO shall have a right to forthwith suspend the Services with an additional time period of fifteen (15) days for the CLIENT to discharge the payment obligation towards the outstanding dues of JLLBO. In the event of default by CLIENT thereafter, JLLBO shall have right to forthwith terminate this Agreement, notwithstanding anything contained under Clause 7 of this Agreement.

3. COMPLIANCE WITH LAWS

- 3.1.** JLLBO will comply with all laws directly relating to the provision of the Services, its staff, employees and personnel.
- 3.2.** JLLBO shall be responsible for full compliance with the provisions under all applicable labour laws and/or regulations, with respect to all the persons directly deployed by JLLBO in providing Services under this Agreement, including Payment of Wages Act 1948, Employee Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, the Contract Labour (Regulation and Abolition) Act 1970, or any other law relating thereto and rules there under, introduced from time to time.
- 3.3.** Subject to the CLIENT providing the necessary details and/or documents that may be required as per Applicable Law in order to enable JLLBO to comply with such laws under the Applicable Laws, JLLBO shall obtain, renew and amend all applicable licenses, as may be required for JLLBO to hold under the applicable labour laws, rules and regulations and continue to maintain / hold such valid



licenses until the completion of the Term. In relation to Contract Labour (Regulations and Abolition) Act, 1970, the CLIENT agrees to issue relevant forms (if applicable) (like Form-II & Form-V) enabling JLLBO to obtain the labour license under the said Act, as a contractor.

- 3.4.** The CLIENT shall comply with all Applicable Laws to its payment obligations arising under this Agreement, including but not limited to (i) Retrenchment Notice Pay and Retrenchment Compensation, (ii) Maternity Benefits, (iii) Leaves etc. With respect to employees' leaves, the CLIENT agrees to pay costs of the same as per Central and/or State and/or local laws, as the case may be.
- 3.5.** In the event of default by either Party of their respective obligations under Applicable Laws, such Party shall indemnify and hold harmless the other Party, its directors, officers, employees, from and against all such asserted claims, damages, or compensations incurred by such Party due to the other Party's failure to comply with such laws therein.

4. FEES

- 4.1.** JLLBO shall raise the invoice(s) for the Fees as described in Schedule 2 on or before the thirty (30) day of the calendar month for the Services provided in the previous calendar month. The CLIENT shall have the right to raise a dispute, subject to the maximum of one (1) instance, within ten (10) days from the date as mentioned on the invoice(s), with regard to the Services rendered for the period for which such invoice(s) have/has been raised by JLLBO. JLLBO may thereupon promptly make suitable corrections/ additions/ deletions to the invoice(s) and raise the revised invoice(s) on the CLIENT. It is agreed between the Parties that in case CLIENT does not or fails to raise any dispute with respect to invoice(s) within the stipulated time period of ten (10) days, such invoice(s) shall be deemed to be unconditionally and irrevocably accepted and acknowledged by the CLIENT and the CLIENT shall accordingly release payments within thirty (30) days from the date as mentioned on the invoice(s).
- 4.2.** In addition to the Fees that is payable by the CLIENT to the JLLBO under Clause 4.1, the CLIENT also agrees to pay the JLLBO, additional fees, the cause of which can be attributed to increase in minimum wages as provided in the official gazette or any other government notification or increase in costs due to amendment in any applicable statute, rule, law or regulation.
- 4.3.** It is expressly agreed and acknowledged between the Parties that payment of wages, salaries, remuneration, employee benefits, etc to third party service providers/vendors appointed by the CLIENT, shall be directly paid by the CLIENT to the third party service providers/vendors and JLLBO shall not in any manner be responsible or liable for (i) payment of wages to any of the to the third party service



providers/vendors employees rendering Services; or (ii) any dispute arising out of or relating thereto.

5. TAXES

- 5.1. All taxes related to goods and services or similar taxes must be paid or reimbursed by CLIENT to JLLBO at the same time as the Fees are paid to JLLBO.
- 5.2. JLLBO will provide CLIENT with an invoice or receipt, which is in an approved form for service tax, value added tax or other similar tax purposes.
- 5.3. The CLIENT shall promptly furnish TDS certificates to JLLBO as per law. Each certificate shall be accompanied by a covering letter detailing the invoice number and date, amount of invoice, rate of deduction and the amount of tax deducted.

6. TERM OF THE AGREEMENT

- 6.1. This Agreement is effective from **01st Aug 2024** and will continue in effect for a period of **One (01) year** from Commencement Date, unless terminated earlier in accordance with the terms of this Agreement.
- 6.2. The Parties may extend the Term by 01 year or such other period as may be mutually agreed between the Parties, from the End Date. In the event of any renewal/ extension of the Term the Parties may negotiate revisions to Schedule 2.

7. TERMINATION

- 7.1. Both Parties shall have the right to terminate this Agreement by giving Thirty (30) days prior written notice to each other, in case the other Party fails to cure the default in performance of its obligations under this Agreement within Fifteen (15) days of the aforementioned written notice given by the non-defaulting Party. In such circumstances the termination date will be Thirty (30) days from the date of the written notice of termination.
- 7.2. Both Parties shall have the right to terminate this Agreement at any time without assigning any reason by giving Thirty (45) days prior written notice to each other.
- 7.3. In the event of termination, both Parties will fulfil all obligations that accrued to either of the Parties prior to such termination, including but not limited to payment of Fee to JLLBO in accordance with the terms of this Agreement. JLLBO shall cease to perform the Services after termination.



8. INTELLECTUAL PROPERTY

- 8.1. Any Intellectual Property owned by the JLLBO that is required to be used in the provision of the Services, shall be deemed to be licensed to the CLIENT by the JLLBO pursuant to this Agreement without any additional cost, charge or fee to the CLIENT on a non-exclusive basis. Further, JLLBO is entitled to use any Intellectual Property owned by, licensed to or used by CLIENT that the JLLBO may need for the provision of the Services.
- 8.2. Notwithstanding any other provision in this Agreement to the contrary, the foregoing non-exclusive license granted by JLLBO will not include industrial and commercial intellectual property of third parties such as, and without limitation, know how, methods, performance models, processes, software, trademarks and other similar proprietary rights.

9. CONFIDENTIALITY

- 9.1. As used in this Agreement, "Confidential Information" means written information which directly relates to the Services and clearly marked as 'confidential' and includes, technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, methodologies, flow charts, know-how and personnel of each Party which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement.
- 9.2. Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement ("**Discloser**") to the other Party to this Agreement ("**Recipient**"):
- 9.2.1. to take such steps necessary to protect the Discloser's Confidential Information from unauthorised use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care;
- 9.2.2. to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing;
- 9.2.3. not, without the Discloser's prior written consent, to copy the Confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as needed for the purposes of this Agreement, provided that any proprietary legends and notices (whether of the Discloser or of a third party) are not removed or obscured;



9.2.4. not without the Discloser's prior written consent, to disclose, transfer, publish or communicate the Confidential Information in any manner to any person except as permitted under this Agreement.

9.3. The restrictions of Clause 9.2 shall not apply to Confidential Information that:

9.3.1. is or becomes generally available to the public through no breach of Clause 9.2 by the Recipient;

9.3.2. was in the Recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder;

9.3.3. is developed by the Recipient independently of any of Discloser's Confidential Information;

9.3.4. is rightfully obtained by the Recipient from third parties authorised at that time to make such disclosure without restriction;

9.3.5. is identified in writing by the Discloser as no longer proprietary or confidential; or

9.3.6. is required to be disclosed by law, regulation or court order, provided that the Recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

9.4. To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

9.4.1. its employees, agents and independent contractors; so long as all such recipients are bound by similar confidentiality obligations as the Parties herein;

9.4.2. its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Clause 9 and in respect of whom the relevant Party has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Clause 9.

9.4.3. Either Party may also disclose Confidential Information to any entity with the other Party's prior written consent.

9.4.4. The obligations contained in this Clause will survive for a period of one (1) year from the date of expiry or termination of this Agreement, whichever is earlier.



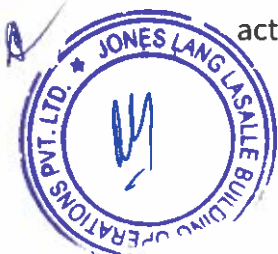
10. REPRESENTATIONS AND WARRANTIES

Each of the Parties hereby represents and warrants to the others that:

- 10.1. It has all requisite power and authority to enter into this Agreement, to perform its respective obligations hereunder.
- 10.2. This Agreement will be duly executed and delivered by it and upon such execution and delivery, each shall constitute a legal, valid and binding obligation upon it, enforceable against it in accordance with its terms, subject to applicable law.
- 10.3. JLLBO is duly organised and validly existing under the laws of India.
- 10.4. CLIENT is duly organised and validly existing under the laws of India
- 10.5. The execution and performance of this Agreement does not violate any law, rule, regulation or order. It is not inconsistent with terms of any agreement, contractual obligation or any other instrument that the said Party is a party to, nor is it in breach of any of the terms, conditions or provisions of any of the agreements or contractual obligations or any other instrument that the said Party is a party to.
- 10.6. Each Party further represents and warrants to the other Party that each of their respective representations and warranties are true and accurate and not misleading in any manner.
- 10.7. This Clause shall survive any termination or expiry of this Agreement.

11. INDEMNITY

- 11.1. JLLBO agrees to keep the CLIENT indemnified against direct losses, damages, costs, expenses, penalties, payments and liability whatsoever including reasonable legal fees which the CLIENT may suffer or incur directly as a result of rendering the Services for the CLIENT under this Agreement. The indemnity will not apply to the extent that the loss, damage, costs, expenses, penalties, payments and liability whatsoever arises solely out of any gross negligence, breach, default or misconduct of the CLIENT.
- 11.2. The CLIENT agrees to keep JLLBO indemnified against any and all loss, damage, costs, expenses, penalties, payments and liability whatsoever including reasonable legal fees which JLLBO may suffer or incur as a result of CLIENT's, its employees', its services providers or contractors or any third parties' negligent acts, commissions and/or omissions under this Agreement or any other acts



performed by JLLBO as per CLIENT's instructions beyond the scope of work as agreed under this Agreement

- 11.3.** In the event of non-payment or delayed payment of the Fees by the Client to JLLBO, Client shall indemnify and hold harmless JLLBO for any claims raised by vendors and service providers engaged by JLLBO for rendering the Services under the Agreement including penalties, interest including penal interest, punitive damages, and fines imposed by statutory authorities, quasi-judicial and judicial bodies, including reasonable attorney fees and legal costs incurred by JLLBO in legal proceedings.

12. LIMITATION OF LIABILITY

- 12.1** Under no circumstances shall the liability of JLLBO exceed the two (2) months management fee payable under this Agreement.
- 12.2** Under no circumstances shall either Party be liable in respect of consequential or indirect loss including but not limited to loss of profit or business opportunity.
- 12.3** This Clause shall survive any termination or expiry of this Agreement.

13. CLIENT ASSISTANCE

13.1. Disclosure of third party commitments

- 13.1.1.** CLIENT should use its best endeavours to disclose to JLLBO by the Commencement Date details of contracts and arrangements with any person to provide services that may be relevant to the Services or the performance by JLLBO of its obligations under this Agreement.
- 13.1.2.** If the contract or arrangement affects JLLBO's ability to perform the Services, the Parties will discuss and agree how the matter should be resolved.
- 13.1.3.** Subject to obligations that CLIENT may have towards other parties, and subject to any other obligations which CLIENT may have after the date of this Agreement, CLIENT must, during the Term, continue to disclose to the JLLBO details of all contracts and arrangements it has entered into, or proposes to enter into, with any person to provide goods or services that may be relevant to the services or the performance by JLLBO of its obligations under this Agreement.



13.1.4. During the Term, CLIENT will provide ongoing training and orientation in CLIENT's systems and Property for the benefit of the JLLBO personnel which may reasonably be required for the provision of the Services.

13.2. Access

13.2.1. To enable JLLBO to provide the Services, CLIENT must ensure that JLLBO and its employees, agents, contractors have at all times during the Term of this Agreement, reasonable access to premises that are owned, occupied or controlled by CLIENT and to which the Services apply.

13.3. Information

13.3.1. During the Term, CLIENT may provide or disclose to JLLBO such information in the possession or control of CLIENT as is reasonably requested by JLLBO (given the obligations of JLLBO under this Agreement) to the extent that the same may be relevant to the Services or the performance thereof by JLLBO.

13.3.2. If CLIENT directs JLLBO to obtain such information by itself then the CLIENT shall reimburse JLLBO for procuring such information.

14. INSURANCE

14.1. JLLBO agrees to effect and keep in force during the Term the insurances as set out Item 4 of the reference schedule in respect of the Services to cover potential claims in relation to those Services.

14.2. CLIENT agrees to effect and keep in force during the Term, any insurance policies as deemed appropriate by it and set out in Item 5 of the reference schedule. Details of these insurance policies must be provided to JLLBO by CLIENT if requested by JLLBO.

15. FORCE MAJEURE

15.1. No Party will be liable for any default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused, directly or indirectly by a Force Majeure Event, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work-around plans or other means.

15.2. In each and any Force Majeure Event, the non-performing Party will be excused from any further performance or observance of the obligation(s) affected for



as long as such circumstances prevail and provided such Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other and describe in a reasonable level of detail the circumstances causing such delay.

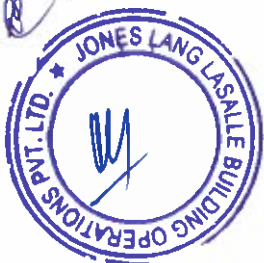
- 15.3.** Each Party agrees to take all reasonable steps to minimise the impact of a Force Majeure Event.

16. CORRUPTION AND FRAUD

- 16.1.** Each Party represents and warrants that it has not and will not directly or indirectly pay, offer, give or promise to pay or authorize the payment of, any portion of the compensation or reimbursements received hereunder or any other monies or other things of value to an officer or employee of a government of any department, agency, or instrumentality thereof, an officer or employee of a public international organization; any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality or public international organization; any political party or official thereof; any candidate for political office; or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation, including but not limited to anti-bribery laws of the geographic area where the Services are provided including the Indian Prevention of Corruption Act, 1988 ("**Indian Anti-Bribery Law**") as well as the Foreign Corrupt Practices Act of the United States, as amended from time to time ("**FCPA**").

17. GOVERNING LAW & DISPUTE RESOLUTION

- 17.1.** All disputes and differences arising out of or in connection with the Agreement shall be referred for arbitration under the provisions of the then prevailing Indian Arbitration and Conciliation Act, 1996. The Parties agree that the seat of arbitration shall be at Kolkata and the arbitral proceedings shall be conducted by a sole arbitrator to be appointed by the Parties mutually within 15 (Fifteen) days from the date of the first recommendation for an arbitrator in written form from a Party to the other Party. If the Parties fail to decide on the sole arbitrator within stipulated period of 15 (Fifteen) days the sole arbitrator shall be appointed in accordance with the provisions of the then prevailing Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in the English language.



- 17.2.** Clause 17.1 does not preclude a Party from seeking equitable relief, including injunction and preliminary injunction from a court of law in accordance with Clause 17.2.
- 17.3.** This Agreement is governed by the laws of the Republic of India. The Parties agree to submit to the exclusive jurisdiction of the courts of Kolkata alone.
- 17.4.** This Clause shall survive any termination or expiry of this Agreement.

18. MISCELLANEOUS

18.1. Entire agreement

This Agreement is the entire agreement between the Parties for the Services and supersedes all previous agreements, proposals, representations, correspondence and discussions in connection with the Services.

18.2. Non-Solicitation

Neither Party shall directly or indirectly, solicit nor offer employment to any personnel of the other or cause any such personnel to leave the employ of the other Party until one (1) year after the termination or expiration of this Agreement. Notwithstanding the forgoing, this Clause shall not apply in the event any such personnel has responded to a general advertisement for employment, provided that neither Party utilizes such exception in bad faith to circumvent this restriction.

18.3. Subcontracting

Subject to CLIENT's prior approval, which shall not unreasonably withheld, JLLBO shall have the right to subcontract the performance of its obligations under the Agreement and the CLIENT shall have no objection of any nature whatsoever with the appointment of any subcontractor.

18.4. Assignment

JLLBO must not assign this Agreement without the prior written consent of CLIENT, which consent must not be unreasonably withheld or delayed.

However, in the event of any management's decision of JLLBO and subject to continuity of the agreed arrangement between the Parties, JLLBO shall have the right to assign this Agreement, including but not limited to any rights, interest, or obligations, in whole or in part, without the prior written consent of the Client and



the Client expressly agrees to assign and/or novate this Agreement by JLLBO and all its rights and obligations thereof.

CLIENT must not assign this Agreement without the prior written consent of JLLBO, which consent must not be unreasonably withheld or delayed.

18.5. Notices

Any formal notices which need to be made under this Agreement are to be in writing and may be served personally or sent by Registered AD Post and addressed to the Authorised Representatives as stated in Clause 18.7. Further, a Party shall notify in writing of any change of address to the other Party.

Notices will be deemed to be given when served personally or five (5) Business Days after being deposited in the mail.

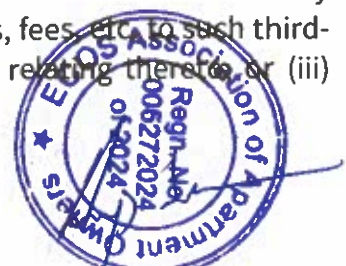
18.6. Relationship between the Parties

At all times in providing the Services, JLLBO and the CLIENT shall act on a principal to principal basis only.

Nothing in this Agreement constitutes or may be deemed to constitute a relationship of principal and agent, employer and employee, partnership or joint venture between the Parties hereto or any subsidiary, parent, holding company or affiliate thereof.

JLLBO and its employees, personnel, agents, contractors etc. shall have no authority or right to bind CLIENT in any manner. It is also clarified that the employees and personnel of JLLBO shall be employed by JLLBO and shall be governed by the terms of JLLBO's employment of them and JLLBO shall at all times be solely responsible and liable for and in respect of such employees and personnel including in the event of any adverse claims of whatsoever nature made on CLIENT by and/or on behalf of and/or on account of the employees and personnel of JLLBO.

The Client may appoint or engage any third-party to perform any service at the Property, and the Client shall be solely responsible towards discharging all contractual and statutory obligations towards such third-party, including payment of wages, salaries, remuneration, employee benefits, etc. JLLBO's scope under this Agreement shall be limited to supervision and monitoring of such third-party in accordance with scope of Services in this Agreement and JLLBO shall not in any manner be responsible or liable for: (i) payment of wages, fees, etc. to such third-party; or (ii) be liable for any dispute arising out of or relating thereto; or (iii)



default, act, omission or breach committed by such third-party including in any statutory proceedings and or criminal proceedings instituted by any competent authority.

18.7. Authorised representative

Jones Lang LaSalle Building Operations Private Limited

Authorised Representative: Mr. Ravinder D Kumar

Address: 1110, Ashoka Estate, Barakhamba Road, Connaught Place, New Delhi – 110 001.

CLIENT

Authorised Representative: Mr. Anup Sarkar

Address: Ecos, Jatragachi, New Town, Kolkata-700161, West Bengal

18.8. Stamp duty

The Parties agree that any stamp duty assessed or payable on or in relation to this Agreement shall be paid or borne by JLLBO.

18.9. Costs

Each Party must pay its own costs and expenses in relation to the negotiation, preparation and execution of this Agreement.

18.10. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same instrument.

18.11. Waiver and variation

A provision or a right created under this Agreement may not be:

- (i) waived except in writing signed on behalf of the Party granting the waiver; or
- (ii) varied except in writing signed by the Parties.

18.12. Inconsistencies

In the event of any conflict or inconsistency between the terms, conditions of a Schedule to this Agreement or other attachment to this Agreement, to the extent possible such provisions shall be interpreted so as to make them consistent. To the extent that the Services include regulated activities, the requirements of the relevant legislation will, in the event of any conflict or inconsistency with the terms of this Agreement, prevail to the extent of the conflict or inconsistency.

18.13. Severance

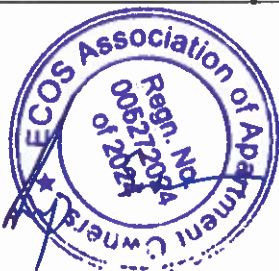


Any provision of this Agreement, which is void, illegal or otherwise unenforceable will be severed to the extent permitted by law without affecting any other provision of this Agreement, and, if reasonably practical, will be replaced by another provision of economic equivalence which is not so void, illegal or unenforceable.

18.14. Additional terms

For the avoidance of doubt, any additional term or conditions in a Schedule, including any variations or amendments agreed by the parties and recorded in writing will be a part of this Agreement and apply to the Services which are the subject of that Schedule, variation or amendment.

IN WITNESS WHEREOF, the Parties hereto have entered into and executed this Agreement as of the date first above written.

<u>Ecos Association of Apartment Owners</u>  <u>Through its authorized signatory</u> Name: Anup Sarkar Designation: Society Secretary	<u>JONES LANG LASALLE BUILDING OPERATIONS PRIVATE LIMITED</u>  <u>Through its authorized signatory</u> Name: Ravinder D Kumar Designation: Head – Residential, PAM India
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REFERENCE SCHEDULE

- ITEM 1:** The Commencement Date shall be **1st Aug'2024**.
- ITEM 2:** Term is the period of **One (1) year**.
- ITEM 3:** End Date is the date One (1) year after the day following the Commencement Date i.e. **31st July'2025**.
- ITEM 4:** JLLBO Insurance:
- (a) professional indemnity equivalent to the annual fee payable under this Agreement; and
 - (b) public liability covering claims arising out of the performance of or failure to perform the Services in respect of damage to real or personal property and injury to, or death of, persons equivalent to the annual fee payable under this Agreement per occurrence and in aggregate.
- ITEM 5:** CLIENT Insurance is all Property-related insurances and any other insurance's reasonably held in relation to the Property including but not limited to property, public liability, industrial special risk, fidelity/crime and workers' compensation applicable to CLIENT staff (which will not include staff and personnel supplied by JLLBO).

SCHEDULE 1: SERVICES

The following services would broadly be covered under the scope of services of JLL. The cost of all consumables & spares for Operation & Maintenance of various utilities & services within the said Property will be borne by Client.

➤ Electrical Works

- Operate the entire Electrical System equipment and installations as per the operation and maintenance manuals and specifications of the manufacturers and/or the original installation contractors.
- Ensure that all electrical and lift rooms, electrical equipment in public areas, electrical shaft doors, meter boxes in units/flats etc. are locked at all times and access is limited to authorized personnel only.
- Ensure all cable and wire connections are clean and firm.
- Ensure contacts in all breakers are clean and mechanical operation is smooth and firm.
- Check all meters periodically to ensure they are functioning and show correct readings.
- Ensure all light fittings inclusive of luminaries, lamps, ballasts, starters, transformers, connections etc., are in proper working condition at all times and replacements are carried out promptly.



- Ensure the earthing system to have earth continuity at all points in the electrical system up to the main distribution board in each apartment and also maintain all earthing pits with necessary watering etc. Cost at actual to be borne by the client.
- Take necessary steps to have inspections by statutory inspectors carried out at all specified intervals and ensure all licenses/permits are valid at all times. Cost at actuals to be borne by the client.
- JLL will attend the critical equipment such as air circuit breakers, oil circuit breakers, transformer etc. In case of major breakdowns & overhauls specialized agencies may be employed and required charges will be paid by client on as and when required basis. JLL will coordinate all activities.
- Periodic testing for Oil and Dehumidification / Oil filtration charges will be in the account of Client. (If Applicable)
- Rewinding of motor for pumps, exhaust fan, ACB's and alternators of DG etc. are to be borne by Client.
- To record the readings of Electrical meter installed in electrical room for electrical consumption of various shops.
- Stock levels to be maintained for different kinds of spares/inventory, etc. Ensure at all point of time adequacy of stock/spares for all equipment installed at the site. Information to stores to be given for replenishment of stocks
- Cost of calibration and relay testing or any other testing for equipment to be borne by Client.
- Repair of Pump set and associated pipeline's damages or changing due to aging or due to any other cause will be in account of Client.

Air Conditioning System (common areas):

- To operate and maintain the complete AC system as per the operation and maintenance manuals and specifications of the manufacturers and/or the original installation contractors.
- Minor repairs, regular cleaning of filters, coils etc. and maintenance as per recommendations of OEM's.

Fire Detection & Alarm System

- To operate and maintain the entire Fire Detection and Alarm, Fire Fighting and Suppression system.
- Ensure that fire reserve tanks (underground/overhead) are always full and no misuse for other purposes is made.

- To ensure all smoke & heat detectors and sprinklers i.e. all detectors/sensors and the system as a whole are in perfect working condition at all times and to carry out periodic



checks to ensure the appropriate alarm is raised as designed and handed over. A log of all such tests shall be maintained.

- To periodically operate the Ventilation and Smoke Exhaust System through the Fire Detection Panel to ensure their proper functioning at all times.
- To ensure proper maintenance of all indicators, panels and alarms.
- To ensure proper maintenance of panic exit devices.
- To ensure deluge system is maintained at all times.
- To test operate all types of fire extinguishers periodically and to maintain a log of expiry dates and replacements.
- To maintain properly and keep ready for use at all times all fire pumps, jockey pumps standby diesel pumps and their controls and panels and ensure all fire lines can withstand the specified water pressure.
- Ensure no obstruction is created (by means of parking or otherwise) in front of fire hydrants and fire hose reel cabinets.
- Ensure all access roads for fire tender movement, as designated, are kept free at all times.
- To carry out periodic fire drills & keeps record of same.
- To have inspection carried out by the Fire Department and keep all clearances valid at all times. Cost at actual to be borne by the client.

Water Supply

- To ensure operation of all tube wells according to planned schedule for 24-hour water supply. All tube well water meters to be logged regularly.
- To ensure all water supply pumps, pressure vessels, hydro pneumatic systems and control panels are maintained as specified in manuals furnished by manufacturers/original installation contractors as advised by Client.
- To ensure all water valves operate smoothly and to try and ensure there are no leaks anywhere in the system.
- To clean, on a regular basis, all underground and overhead tanks and to ensure there are no deposits/sediments or algae growth. Cost to be borne by the client.
- To ensure proper maintenance of Water Treatment Plant and correct chlorine dosage.



- To ensure filtration equipment is maintained in a proper fashion at all times and to carry out backwashing as specified.
- To ensure all level indicators and level controllers' function as required at all times.

Storm Drainage & Sewage Disposal

- All chambers, manholes, catch basins etc. and lines should be clear at all times through regular cleaning and de-silting and choking, if any, shall be attended to promptly.
- All gratings and covers should be in place at all times and losses, if any shall be replaced promptly at the cost of Client.
- All pumps, panels and controls for evacuation of storm water and sewage shall be maintained in proper working order at all times.

Maintenance of Equipment

Preventive maintenance- Jones Lang LaSalle shall carry out the planned preventive maintenance of the plants and equipment's for which we have taken skilled technical manpower that will be responsible for PPM activities on site along with requisite tools & tackles, spares & Consumables, etc.

Periodic Maintenance- Jones Lang LaSalle recommends the OEM of the major equipment's e.g. DG, transformer, etc. to visit the site periodically, understand the requirement and perform the maintenance activities accordingly.

➤ Building Upkeep Services

- Cleaning of floor
 - Dry and wet mopping of granite/marble floor
- Scrubbing of granite/marble finish area
 - Regular dust control
 - Dry and wet moping of the approach areas of the facility
- Cleaning of office equipment(s) in the offices in the common areas
 - Dry dusting
 - Wet cleaning with appropriate solvent
 - Dry cloth mopping
- Other works
 - Spraying of fresheners



- Cleaning of light fixtures
- Removal of cob webs
- Polishing of brass / copper fixtures
- Washroom Cleaning
 - Thorough cleaning and sanitization of toilets, bathrooms, wash basins and shower facilities, using suitable non- abrasive cleaners and disinfectants.
 - All surfaces shall be free of grime, soap mud and smudges.
 - Cleaning of mirrors, glass doors, glass windows, etc.
 - Replacement of paper towels, toilet paper, and soap dispenser in all bathrooms shall be performed.
- Trash Cleaning
 - Emptying all waste paper baskets, ashtrays (if applicable) from all floor areas, and washing or wiping them clean with damp cloth, replacing plastic wastepaper basket linings and returning items where they were located.
 - All waste from waste paper baskets will be collected and deposited in the building's waste containers.

➤ **Security Services**

- To enforce such security measures as deemed necessary and generally so far as may be possible at all times to maintain security on and in the premises.
- Security and safety of the projects in a professional manner by deployment of security staffs.
- All the security related logbooks, checklists and various material and staffs monitoring register etc.
- Training of security guards to operate and control fire extinguisher and fire detection system so that they can fight against any emergencies if they happen.
- Ensure that turnout of all security personnel is good.
- All the entry gate points of the said premises would be continuously guarded for full 24 hours including the rear side area. Main entrance of the building etc. within the said premises will be in the scope of services to be provided by the Service Provider.
- Building Management System, various closed Circuits TV's and Access Control Systems etc., if installed would have to be maintained and directly controlled by the Service Provider/JLL.



➤ **Garbage Disposal**

- Garbage Collection, Segregation, disposal to composter/vat and removal by the local agency. Cost at actual to be borne by the client.

➤ **CCTV & Access Control**

- To operate and maintain the entire and complete CCTV and Access Control system as installed.
- To ensure all card readers, barriers, door control units are in perfect working condition and carry out periodic checks to ensure signals are received at the central monitor as designed and handed over. (Systems as available and handed over)

➤ **Building Exteriors**

- Exteriors of all buildings shall be inspected on a regular basis and cleaned when required.
- External surface of the building shall be cleaned and maintained as per standard cleaning schedule and a log shall be maintained.

External Development

Horticulture (Hard Landscape)

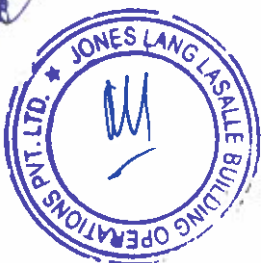
- All hard landscape features shall be cleaned regularly.
- Stone slabs, cobble stones etc. requiring replacement for any reason whatsoever shall be replaced promptly.
- External development shall, at all times, be maintained in a proper manner to give a neat, clean and orderly appearance.
- All fountain pumps, controls etc. and fountains shall be maintained in a proper and systematic manner.

Horticulture (Soft Landscape)

- All plants (grass, ground cover, bushes, and trees) shall be maintained in a proper fashion, which will include irrigating, fertilizing, pruning, trimming etc. as required.
- Any plantation, when perishes shall be replaced with similar variety and the overall scheme shall be maintained.

➤ **Pest Control**

- General disinfestations of all common areas to be executed as per the designed schedule



➤ **General Administration**

- To prepare situation reports and other necessary documents required on the ongoing management of the building and shall keep Client's Management team informed of the operations as required. JLL shall keep safe all relevant documents for the management of the building. Client Management team shall have the right to examine all the documents held by JLL in connection with building Management at any time.

➤ **Customer Care / Help Desk**

Receive & log calls/complaints/requests from Residents.

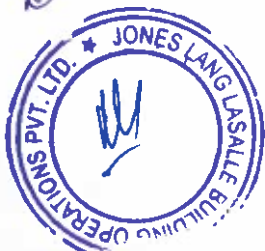
- Maintain complains into the Register serially.
- Forwarding on reactive calls to concern departments
- Issue job cards.
- Answering queries from the Residents and Visitors
- Generating Performance reports to present to Client on Monthly basis.
- Maintaining the on-going works schedule
- Taking/Producing Minutes of Monthly Meetings
- Daily operations of the "Help Desk" function including delivery, problem escalation/resolution
- Notify the Property Manager/ Fire officer/Facility Engineer on site at the time of all Emergency Calls
- Maintenance and monitoring of network resources such as Computers, Printers, Scanner, Photo copier and other office equipment is required.
- Software's assistance would be provided for facilitation.

➤ **Club House Management**

- To maintain the rules and regulations set for the club house and its amenities effectively.
- To properly upkeep the entire club house area.
- To monitor properly the activities of the vendor managing the bar, restaurant, if available.
- To maintain the booking activities of lounge, private meeting area, multi-purpose hall, community hall properly.
- To monitor the activities for Gym, Swimming pool, Indoor- Outdoor games area and other club house utilities area as per the set and decided rules.

➤ **Management**

In connection with the performance of all its duties and obligations under the term of this Agreement, JONES LANG LASALLE takes on the responsibility of coordinating and meeting all other obligations including statutory, pertaining to the building, Estate and all the equipment installed within like the Lift Clearance, Fire Clearance, Electrical Installation, Pollution Clearance etc. in consultation with Client Management team. The cost of the above will be borne by Client.



SCHEDULE 2: FEES

Proposed deployment along with cost sheet for Common Area Property Management Services - ECOS - MIS ECOS Association of Apartment Owners - Towers (1-4) & Club									
Date: 23 rd July 2024								Total CAM Area (Sqft.) - 297616	
Particulars	Shift					Total Strength	Cost / Person	Cost / Month	Remarks
	I	II	III	G	Reliever				
(A) REIMBURSABLE ON-SITE PROPERTY MANAGEMENT TEAM COST									
Asst. Property Manager / Property Manager / Site Head	0	0	0	1	0	1	40,000	40,000	Overall head of PM team. Apart from that, MIS, Complaint Mgmt, Soft Services with HK, Client Handling, Documentation and Security Services etc. to manage directly.
Facility Engineer	0	0	0	1	0	1	25,000	25,000	Head-Technical
Accounts Executive	0	0	0	1	0	1	25,000	25,000	Head-Both payable and receivable but the GST, TDS and Acc. Audit etc. to be outsourced.

Sub Total	0	0	0	3	0	3	90000	90,000	
Compliances and Employee Benefit Charges @ 20%								18,000	
JLLBO Logbooks and Check sheets								At actual	
(A) TOTAL COST								108,000	
(B) JLLBO MANAGEMENT FEE / MONTH								50,000	
TOTAL COST (A+B) / MONTH								158,000	
Cost in words - Rupees one lac fifty-eight thousand only.									

Notes-Terms and Conditions

- JLL to manage property management operations. All other vendors will be directly contracted with the Client.
- Management Fee quoted is for agreed Scope of work. In the event of any change in the proposed scope of work / services by the Client, the fee shall be mutually negotiated and agreed with the Client's representative in writing, prior to commencement of said works.
- Any observations & suggestion given by JLL not be used as a proof of evidence for any legal purpose.
- The JLL Management Team Salaries are reimbursable cost. There may be certain reorientation of the employee actual cost/month, but the total cost of contract shall remain the same.
- JLL Management Team's Salary is subject to annual increments and revision after completion of 1 year of services, based on annual appraisal process jointly agreed with Client.
- Admin and employee benefit charge **20 %** of the JLL Management Team cost and shall be charged monthly (included in the above cost sheet). This includes employee benefits and administrative expenses, uniform, mobile communication, insurance premium, retirement benefits, compliance costs, Bonus and Gratuity
- Applicable Taxes as per prevailing rates, will be charged extra as applicable at the then prevailing rates. Client shall pay all applicable taxes (except for taxes imposed on JLL's income) incurred in connection with the services / works performed / material supplied by JLL to Client under this agreement.
- JLL will raise a single invoice inclusive of Management fees, JLL Management Team Cost, admin and employee benefit charges, Reimbursable expenses plus applicable taxes. All payments are to be made within 30 days of receipt of the JLL invoice. Any delay by Client in making the payments beyond the 30 days period shall be liable to be pay an interest @ 12% on the due invoice amount from the receipt of invoice till the realization of amount.
- Interest invoice to be shared without prior notice if payment delayed more than stipulated period.



10. All costs associated to travel, conveyance etc. for the onsite team does not form part of pricing. All such expenses would be additional and charged to Client at actuals.
11. Any additional costs emanating from retrospective amendments / revisions in law to the extent applicable will be chargeable with effect from the date from when the revision becomes applicable.
12. JLL Management Team to work six days a week in 9 hrs. shift (including 1hour lunch break) as per statutory requirement.
13. JLL Leave policy will be applicable for Management Team. Policy entitles JLL employee for 27 days (12 Casual/Sick leave and 15 days of Privilege Leave) of paid leave in a year. There would be no replacements provided during such leaves. JLL has not budgeted for any relievers during such leave periods. Any absence would be managed by additional man hours if required from within the existing Management/ vendor Team on site. In case of planned leaves of more than 10 continuous working days, temporary replacement will be provided. Otherwise, the account will be managed by the onsite team. The Operations Manager would be available for any escalations and support needed during this period for the site.
14. All female employees working on the Client premises would be entitled for paid maternity leave as per applicable laws. Such employee/s will continue to receive her salary and the same would be charged to Client. In case a replacement is provided for any staff on maternity leave, these costs would be additional and chargeable in addition to the ongoing charges for the female employee on leave.
15. If women employees on JLL management team / vendor partner rolls work in night shifts, it would be the obligation of Client as employers of establishments to seek exemption to engage women employees in night shifts and provide transport and security under the respective State Shops and Commercial Establishments Act.
16. JLL Management Team will follow the holiday list of JLL.
17. The vendors shall directly raise invoices on the Client for the works performed by them and Client shall pay the vendors directly without any recourse to JLL. JLL shall not be responsible for any payments due to the vendors.
18. Vendor Costs are subject to present minimum wages as per Government statutory policy. JLL will seek approval for any revisions in Basic wage rates, Dearness Allowance and mandated benefits as well as for unforeseen and out of the cycle revisions due to reforms in labour laws or otherwise in wage rates (Basic or DA) and mandated benefits including but not limited to PF, ESI, Bonus, Gratuity, Maternity Benefits etc as notified by appropriate authorities from time to time and implement the same for JLL and JLL appointed vendors upon receipt of approvals from Client.
19. Annual Maintenance Costs, Insurance, Common Area Electricity, HVAC, façade cleaning, Horticulture Plant Replacements, Electromechanical Consumables, Club House toiletries, Liaising Cost with Government authorities will be directly paid by Client.
20. All expenses for Capital improvements to the property shall be borne directly by Client.
21. Management Team infrastructure facilities which includes appropriate workspace, dedicated computers and printers, communication facilities, internet connectivity and office stationary required for the management of the property needs to be provided by Client. Drinking water, Change room, Wash room & Lunch room facilities for all site / building staff shall be provided by Client.
22. Appropriate lockable storage space for Tools, Tackles, equipment and consumables shall be provided by Client.
23. Costs towards any Insurance/s (other than those submitted by JLL) as required by Client would be chargeable to Client on actuals. All such costs would be payable by Client in advance prior to JLL entering into the agreement with the Insurer.
24. The Client also agrees to pay JLL for any increase in the employee costs due to amendment in any applicable statute, rule, law or regulation.
25. Cost of site based compliance including but not limited to labour law compliance, site audits, professional certifications etc. will be chargeable to Client on actuals. All such costs will be payable in advance prior to commencement process..
26. Where Client terminates the services without the requisite notice as stipulated in the Agreement, Client shall be liable to make severance payment and demobilization fee to JLL. Similarly, where JLLBO terminates or abandoned the services contrary to the provisions of the present Agreement, JLLBO shall be liable to make severance payment suffered by the client to the Client.



27. The unit price mentioned in Cost Sheet includes the cost towards statutory contribution of ESIC where ever applicable. In case Client requires to cover the staff under Workmen's compensation policy, the premium will be paid by Client.
28. Costs for Police Verification / Background Check will be charged separately to Client if such checks are specifically requested for by Client.
29. Any health check-ups, staff welfare measures, etc. specifically requested by Client will be chargeable based on actual cost.
30. Client shall provide 1 month notice for replacement of any staff employed at the site.
31. Client shall be responsible to any payment made with respect to any compensation paid to staff under various statutory laws including but not limited to retrenchment, maternity, relocation etc.
32. A Petty Cash Fund is to be provided by Client to JLL management team with ready cash for payment of various small and incidental expenditure, operating guidelines for petty cash disbursement shall be as per JLL SOP.
33. GST as applicable.

SCHEDULE 3: CLIENT PROPERTY

From the Commencement Date the Services will be provided by JLLBO (and the Fees will be paid by CLIENT) in respect of each of the Property as set out below.

Country	Address	Square Footage
India	ECOS, Jatragachi, New Town, Kolkata, 700161	297616 sq. ft. (approx).

