

Common Properties and Services Agreement (Villa plot XXX of Chaweng Modern Villa Project)

THIS AGREEMENT is made on _____ **2013** at 127/17-18, Moo 4, Maret Sub-district, Koh Samui District, Suratthani Province *by and between*

Chaweng Modern Villa Company Limited, represented by Miss Tanarat Bunchom, the authorized director (company registration No. 0845552000423), with its registration address at 3/3, Moo 6, Borphud Sub-district, Koh Samui District, Suratthani Province, *particulars of which are as appeared in photocopy power of attorney, attachment No. 1*, hereinafter refer to as “**the Management Company**” of the one part;

And

XXXXXXX, XXXX Nationality, holding passport No. XXXXXXX, *particulars of which are as appeared in photocopy of passport, attachment No. 2*, hereinafter refer to as “**the Customer**” of the one part

THE PARTIES agree to enter into this agreement under terms and conditions as follows

Definitions

“**Chaweng Modern Villa Project**” means: Residential Project consists with Villas including the Customer’s Villa or Villa plot 1 which erected on the land in the Chaweng Modern Villa Project.

“**Villa plot XXX**” means: The House with its registration house no. _____, Moo 6, Borphud Sub-district, Koh Samui District, Suratthani Province which owning or possess or occupy by the “Customer”.

“**Common Properties and Services**” means: A concrete access road and the amenities, facilities, utilities, common areas and properties in “Chaweng Modern Villa Project which owning by the “Management Company” and including all services provide by the “management Company” to the “Customer” under terms and conditions of this agreement.

..... “the Management Company” “the Customer”
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Recitals and Objective of Agreement

Whereas the “Customer” is owning or possess or occupy “Villa plot XXX” which erected on the land in “Chaweng Modern Villa Project” and the “Management Company” is developing the “Chaweng Modern Villa Project” by installed, built and provide the “Common Properties and Services” to the “Villa plot XXX” in exchange with Maintenance fees and consume and usage fee pay by the “Customer” in compliance with terms and conditions of this agreement.

In order to keep and maintain the high standards associated to “Chaweng Modern Villa Project” the “Customer” hereby agrees to enter into this Maintenance Agreement (hereinafter referred to as the “MA”) and the Rules and Regulations (hereinafter referred to as the “RR”) with the “Management Company” pursuant to terms and conditions of this agreement herein.

The “Customer” acknowledge that the quality and quantity of services of each month under terms and conditions of this agreement.

Clause 1 Agreements

The “Customer” shall be entitled to the use and enjoyment of the “Common Properties and Services”, provided the “Customer” is not in breach of this Agreement and/or RR and subject to the “Customer” being responsible for payment towards all of the fees and expenses, pursuant to the terms and conditions contained herein.

Clause 2 Sinking Fund

Throughout term of this agreement, the “Management Company” reserve the rights to charge a reserve money (hereinafter refer to as “Sinking Fund”) from the “Customer” which shall be establish and maintain to pay for non-routine maintenance and replacement of major items in respect of the “Common Property”. The “Sinking Fund” shall also be used for any expenses regarding the good operation of the “Management Company” to maintain the “Common Properties and Services” including non-routine works needed to improve/repair the “Common Property.

Clause 3 Maintenance fees

3.1 Commencing from the execution date of this agreement, the “Customer” is entitled to choose the period of payment for Maintenance fees as follows;

Option 1 **Monthly payment** rate of **Baht 2,500** (Two Thousand and Five Hundred Baht only) payable within 3rd of each month in advance commencing from the execution date of this agreement, fine for overdue payment is 500 Baht per month.

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The “Customer” agrees to pay the administration fee at rate **500 Baht** per month to the “Management Company” which shall be start to pay on January 2016.

Option 2 **Yearly payment** at rate of **Baht 30,000** (Thirty Thousand Baht only) shall pay 1 (one) year in advance commencing from the execution date of this agreement.

- 3.2 The parties agree that start from 1st January 2016, the rate of maintenance fees under clause 3.1 shall increased at rate 5% from the latest sum of Maintenance fees and shall further increase every period of 2 (two) years. at rate 5% from the latest sum of Maintenance fees.

Clause 4 **Maintenance and Services**

In consideration of the management and maintenance fees stipulated in Clause 3 herein, the “Management Company” shall manage, maintain and operate the “Common Properties and Services” including providing the following services and facilities:

4.1 **Electricity**

Electric meter and 1 phase electricity supply system to “Villa plot XXX” shall be maintained within reasonable time.

Electricity usage fee is **6 (six) Baht/Unit**, FT not yet include and shall be increase as per the rate of electricity of Provincial Electricity Authority.

4.2 **Water**

Deep well water supply system to “Villa plot XXX” shall be maintained within reasonable time.

Deep well shall be provide to “Villa plot XXX” without any charge until 1st January 2014.

In the case if water from deep well is insufficient to consume for “Villa plot XXX” and caused the “Management Company to purchase water from water truck to provide to “Villa plot XXX”, in this case, the “Customer” agrees to solely responsible to pay the actual water purchase price to the “Management Company” in full.

The “Customer” agree to pay deep well water fee at rate **35 (Thirty Five) Baht/Unit** start from 1st January 2014.

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4.3 Security Guard and Reception Staff

“The Management Company” shall provide Security Guard for period of twelve (12) hours per day in the nighttime and shall provide Reception Staff for period of twelve (12) per day in daytime in respect of the general security and safety of “Common Properties and Services”. Security guard and Reception Staff shall responsible for any damage against properties and assents of the “Management Company only, in case if any damages or loss not caused by any action of the “Management Company” or caused by Customers, the Lessees or any occupants, possessors or gusts or any visitors of aforesaid person or caused by any persons, in this case the “Management Company” shall not be responsible in the event of any loss and damage.

4.4 Waste

All domestic garbage and waste shall be disposed of.

4.6 Telephone and Internet Cable TV

Telephone line, internet line and cable TV shall be available to connect to “Villa plot XXX”. The “Customer” shall be responsible for the costs of equipment connection, installation and service and usage charges.

4.7 Common Property

All communal property including but not limited to all cables, connecting points, general lighting system shall be maintained, tools and cleaning products are not included.

Official Working date and Time

Any notices for any damage or any maintenance of Maintenance and Service under Clause 4, the “Customer” shall notify the “Management Company” between 9.00 -11.00 and from 13.00 -17.00 Monday-Friday or; by Email:

chawengmodernvillas.kohsamui@gmail.com

Any solution provide by the “Management Company” shall be perform within reasonable time and the “Management Company” shall not responsible for any delay, omission likewise caused by the third person, the other provider, mechanic, labor, contractor or any persons beyond control of the “Management Company”

Clause 5 Extra Works or Personal Services

Any works or services which not specified in Clause 4 above shall be deemed an Extra Works or Personal Services, private pool care e.g.

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In the case if the “Customer” willing to engage the “Management Company” to provide any Extra works or personal service for personal interest of the “Customer” beside of Maintenance Service under Clause 4, the parties will newly agree with detail and scope of Extra Works or Personal Services and remuneration rate on case by case basis.

The “Management Company” shall not responsible for any damage or any circumstance occur to the “Customer” caused by any performance of the third person or caused by any extra works or personal service which not provide by the “Management Company” agreed with the “Customer” under terms and conditions under 2nd paragraph.

Clause 6 Invoice

Any invoice (hereinafter referred to as the “**Invoice**”) issued by the “Management Company” pursuant to this Agreement, unless objected to in writing within Seven (7) days from the date it is issued, shall be deemed final and conclusive. The “Customer” shall pay the amount stated in an “Invoice” within the time frame stipulated in the same.

Clause 7 Default

7.1 Late Payment/penalty fine

In the event that the “Customer” fails to make payment of the amount in respect of an “Invoice” within the time frame stipulated therein, the “Customer” shall be fined at the rate of **Baht 500 (Five Hundred) per day** commencing from the date the amount becomes due until the date it is paid in full.

7.2 Suspension of “Common Properties and Services”

If the amount is overdue more than 7(seven) days for payment option 1 or if the amount is overdue more than 30 (thirty) days for payment option 2, the parties hereto agree that “Common Properties and Services” provide and/or supply to “Villa plot XXX” **be forthwith suspended** until the overdue amount is settled in full.

Suspension of “Common Properties and Service” mean;

1. No service to open the main gate, the customer shall self service and;
2. No security service for the Customer and Villa Plot XXX and;
3. No service to cleaning and/or to maintain all infrastructures of Villa XXX and entire area around Villa Plot XXX and;
4. No service to dispose of all garbage and waste of Villa Plot XXX and;
5. The Customer has no right to enter into and/or to use swimming pool and all areas around a pool.
6. No service to provide any water, internet main cable, electricity and including all facilities, utilities and infrastructure.

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7.3 Agreement Termination

If the amount is overdue more than 30(thirty) days, for payment option 1 under clause 3 of this agreement or if the amount is overdue more than 60 (sixty) days for payment option 2 under clause 3 of this agreement, the “Management Company” is entitled to forthwith terminate the agreement and the parties hereto agree that the “Management Company” is entitled to suspend all services and remove all “Common Properties and Services” including to remove electricity meter and water meter from “Villa plot XXX” unless the overdue amount is settled in full.

The “Management Company” also reserves the right to take legal action against the “Customer” and the “Customer” agrees to be responsible and refund in full all expenses paid by the “Management Company” in relation with such legal actions such as Notification in writing sent by Lawyer of the “Management Company” at rate 5,000 Baht per 1 notice and all legal fees, court and Arbitration fees and translation fees, extra expenses paid by the “Management Company” such as transportation and extra workload.

7.4 Agreement Termination by the “Customer”

Throughout term of this agreement, the “Customer” is entitled to terminate this agreement without any default by the “Management Company” by making compensation to the “Management Company” at rate **500,000 Baht** (Five - Hundred Thousand Baht only) and the parties shall not further claims any money and/or “Common Properties and services” from each party in any respect

Clause 8 Notifications

Any notice in this agreement will be sent by email and/or registered mail with return receipt request to first above written addresses and where no one has received the notice sent by the above method by whatsoever reason, it deems that such notice is duly served to the domiciles of other party in compliance with this agreement on the 3rd day from the delivery date. Where any party changes its address, the other party will be informed by the above email and mail with return receipt request, then, the notification of change of address is effective.

“Customer”:

Email _____@_____

“Management Company”

Email chawengmodernvillas.kohsamui@gmail.com

All notices according to this Agreement shall be made in English.

..... “the Management Company” “the Customer”
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14.2 Both parties mutually agree that any amendment, addition, deletion or change of condition and/or any provision in this agreement whether all or part will be made in writing and signed by both parties then, it is enforceable between the parties.

14.3 Omission, no exercising of any right of the innocent party is not considered as a waiver of right to exercise such right in a next default of agreement or default of covenant or duty of this agreement.

14.4 Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited, such provision shall be ineffective only to the extent of such prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement which shall remain in full force and effect.

THIS AGREEMENT is made in duplicate with the same correct contents. The parties, having thoroughly read and understood the contents hereof and deemed the same to meet their intention, have hereunto set their hands and affix company seal (if any) in the presence of witnesses.

Signed _____ **“the Management Company”**
(Chaweng Modern Villa Company Limited,
Represented by Miss Tanarat Bunchom, the authorized director)

Signed _____ **“the Customer”**
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Signed _____ Witness
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Signed _____ Witness
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..... *“the Management Company”* *“the Customer”*
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