**Common area service conditions**

**Definition of terms used in this Agreement:**

**a) Green Side –** Premium class complex built by **LLC** **„Green Side Batumi“** in Khelvachauri district, village Akhalisopeli.

**b) The owner –** the owner of the real estate.

**c) Residential house service (manager) company/“The Contractor” – LLC** **„Green Side Batumi”**

1.1. The building process of a premium class complex by **LLC „Green Side Batumi“** in Khelvachauri district, village Akhalisopeli has finished. Building’s engineering solutions, the concept of fire and life safety, hydro and sound insulation systems, comply with the standards set by **LLC** **„Green Side Batumi.”** After commissioning, to ensure the building’s proper functioning, smooth, and comfortable accommodation for residents and guests, it is necessary to constantly care for and patronage the infrastructure, exterior, and interior, and other common property.

1.2. As mentioned in the purchase agreement between the parties, in order to provide the necessary services for proper operation and development of the building located in Khelvachauri district, village Akhalisopeli, **"terms of service of common areas" conditions („Agreement“)** are regulated between **LLC „Green Side Batumi“** and **„the owner“.**

1.3. **„The owner“** of apartmentfinancially participates in the service of common areas of the complex, with other owners.

1.4. **LLC „Green Side Batumi“** is authorized to unilaterally approve rules/regulations in **„Green Side“** including the rules of conduct, which will regulate issues related to the health and safety of people in **„Green Side“** provisioning the rules to ensure proper functioning of **„Green Side“** such as people’s movements, technical and repair services, parking, garbage disposal, noise, disinfection, fire safety, tobacco consumption and other rules. As well as sanctions for non-compliance with the rules. It is unacceptable to introduce rules that will cause unequal treatment or discrimination of owners of **„Green Side“** These rules and regulations will be sent to **the real estate** owner via email.

**2. Service price and payment terms**

2.1. The monthly fee for the management of common property, its care and patronage, and exchange for infrastructure services in **„Green Side“** by **„the owner“** for the „manager“ is 50 USD equivalent in GEL.

2.2 The **"Owner"** is obliged to pay for the service in full once a month, no later than the 25th of each following month, by non-cash payment, which will be credited to the following account:

**SWIFT: TBCBGE22**

**(GEL): GE84TB7786236080100012**

**(USD): GE55TB7786236150100002**

**Beneficiary Bank: JSC TBC BANK**

**NAME OF BENEFICIARY: Green Side Batumi LLC**

2.3. **"Residential Home Service Company"** is authorized to execute activities mentioned in 3.2 par of the previous agreement for additional income.

2.4. The service fee may be increased unilaterally once a year by the manager, not more than 7% per year (seven percent).

**3. Services provided by the agreement**

3.1. In order to provide services necessary for the management, operation (care and patronage), and development of the common property, **„manager“** is obliged to provide the following services at its own expense and material and technical means:

* The cleaning of the lobby, entrances, corridors, stairs, their lighting and repair;
* Building/Facade maintenance, ongoing repair works and lighting;
* Roof maintenance, ongoing repairs and lighting;
* Care of a yard, ongoing amenities and lighting;
* Fire safety infrastructure maintenance, ongoing repairs;
* In case of power outage in the hotel-residential complex, provision of a generator (if there is any), organization of emergency power supply;
* Maintenance and ongoing repair of communal infrastructure (water, sewerage, electricity, telephone, internet, television and other utilities);
* Functioning of 24-hour security system and 24-hour video surveillance which only allows the recording.

3.2. Common areas and property maintenance gives permission to **LLC „Green Side Batumi“** without the prior and / or further consent of the **„manager“:**

* Use the common property to advertise **„Green Side“** own or other business and / or advertising in general.
* To issue individual parts of common property to third parties for ransom or free, with the right of usage.
* Allow third parties to place items on common property for the purpose of carrying out economic activities or otherwise;
* To provide services to a third party using common property;

3.3. **„The owner“** has a right to change the facade of **„Green Side“** Interior of common areas, change of installed equipment, inventory, including the design of the front door of the **„real estate“**.

**4. Messaging, communication, informing**

Official notices between the parties can be made in writing, by telephone, e-mail, or other means of communication agreed between the parties. The notice is valid only after the other party has confirmed receiving it. Any notice sent to a party should be made in Georgian, English or Russian language. Written notice is valid even when the message is returned to the sender of the message due to the absence of the location of the recipient of the message, if the addressee refuses to receive the message, or avoids receiving it.

**Notice:** Messages received on a day off or after 17:00 on a business day will be considered as delivered on the next business day.

**5. Breach of obligation**

5.1. **„The owner“** is imposedmonetary sanction in favor of **LLC „Green Side“:**

A) In case of violation of the fee payment period provided for in this Agreement - 0,1 (one tenth) % of the payable amount for each overdue day.

B) In case of preventing the correct usage of par 3.2 under a previous common property agreement - 20 (twenty) USD equivalent in GEL, for every prevented day.

C) The notice sent to „manager“ about one-sided termination of a previous agreement, whether the „manager“ agrees or disagrees with the termination - The reimbursable money mentioned under par 2.1, amount of 10 (ten) years at once.

5.2. Prior to the payment of overdue debts / monetary sanction under this Agreement, the benefits provided for in this Agreement will not apply on **„the owner,“** therefore they are obliged to endure any possible discomfort that will be caused by this process.

5.3. **LLC „Green Side Batumi“** is imposed with next monetary sanctions, in favor of **„the owner“**:

A) In case of violation of the conditions of targeted use of the common property under this Agreement - 20 (twenty) USD equivalent in GEL, for every violation day.

5.4. The payment of monetary sanctions does not release the infringing party from full or proper performance of the obligation, if monetary sanctions were imposed because of violation of the fee payment period or other improper performance. As well as from the compensation for the damage caused due to the breach of the obligation.

5.5. If monetary sanctions were imposed for non-fulfillment of the obligation, the creditor of the agreement has the right to directly or through third (other) person, perform actions that were mentioned under obligations of the infringing party and demand reimbursement of expenses from infringing party, if possible (permissible) to fulfill the obligation by the creditor party directly or through third (other) person.

5.6. The creditor party has a right to and is not obliged to demand payment of the imposed fine from the debtor party. Therefore the request for a fine by the creditor from the debtor is confirmed by the written request, in other cases, it will be considered that the creditor party has not requested and received monetary sanction from the debtor party.

5.7. Since with this action the architectural face of **„Green Side“** will be violated, none of the **„owners“** have a right to install information board on the facade of **„Green Side“** that are connected to either sell or rental of **„real estate,“** or promotions of other business/social activities and etc. In case of violating this obligation, **LLC** **„Green Side Batumi“** has a right to imposemonetary sanction of 5000 (five thousand) USD equivalent in GEL on **„the owner“** on every single installment. The imposition of the fine, does not free **„the owner“** from suspension of action contrary to the established rule. If the **„owner“** will deley **the** suspension of action contrary to the established rule and exceed the reasonable time allowed for this, **LLC** **„Green Side Batumi“** has a right to carry out this action themselves.

5.8. If **„the owner“** roughly violates the terms of this agreement, **LLC „Green Side Batumi“** has a right to individually suspend the fulfillment of the obligations under the service contract, as well as temporarily shut down infrastructure and service-related systems related to **„the real estate “**. It is not allowed to use this sanction after the **„owner“** stops the actions contrary to the established rules.

**6. Duration of the contract**

6.1. This Agreement is valid for a period of 10 years. The term is calculated from the date of signing the contract. After 10 years from the signing of the contract, the parties will agree on new tariffs in accordance with the current market situation. If the parties fail to agree on the tariff, the **„manager“** and the **„owner“** are obliged to continue the communication with the current market tariff.

6.2. Since the terms of service related to the management, operation (care and patronage) and development of common property are agreed on and signed with **„the owners“** of real estate, this Agreement is construed as the common decision of „**Residential Home Service Companies“** services provided for in this Agreement.

6.3. The agreement can be terminated only with the agreement of both parties, on the basis of a written agreement, whether or not there has been a breach of certain obligation (s) under this Agreement by either party. If a Party considers that the other Party has violated any article of this Agreement, that Party may, without the right to terminate the Agreement unilaterally, demand that the other Party fulfill this obligation.

**7. Resolution of Disputes**

7.1. The Parties shall, by virtue of this Agreement, settle any dispute by mutual agreement.

7.2. In case of disagreement, the parties may apply to the court according to the location of the real estate.

7.3. Georgian law is used when discussing a disputed issue in court.

7.4. Any dispute under the contract will be resolved by mutual agreement. If such an agreement is not reached, the dispute is settled by the court. During the litigation of any dispute arising out of this Agreement, the decision made by the court of first instance will be enforced immediately, in accordance with Article 268, Paragraph 11 of the Civil Procedure Codex of Georgia.

**8. Adding changes to the Agreement**

8.1. Unless otherwise specified in the previous Agreement, any changes and / or additions to this Agreement may be made by written agreement of both parties. The mentioned change and / or addition shall take effect upon signature and upon proper confirmation. And if the change or addition to the agreement requires registration in the public register, the change or addition is valid from the moment of its registration with the relevant authority.

8.2. The "Contractor" is entitled to revise this agreement after making changes in the current legislation of Georgia and / or the regulations approved by the company.

**9. Other terms of the agreement**

9.1. In the event of an alienation of the **„real estate,“** the rights and obligations under this Agreement shall remain unchanged for each new acquirer. For this purpose, the parties shall register the obligations under par 2.1 of this Agreement together with the **„Real Estate“** Purchase Agreement in the Public Registry. The rights and obligations under this Agreement shall also remain unchanged to the successors of the Parties.

9.2. In case of alienation **„real estate,“ „The owner“** is obliged to ensure full and identical transfer of the obligations under this agreement in accordance with the transfer rule of the obligation to the potential (new) buyer.Also take into account the measures of liability for non-fulfillment of the mentioned obligations.

9.3. Other issues under the Agreement, which are not regulated by the previous Agreement, shall be regulated by the legislation of Georgia, which means that in the dispute neither party has the right to indicate that they were not aware of the said legal acts or its separate norm or provision.

9.4. The parties agree that **LLC „Green Side Batumi“** is authorized to invite a legal entity for the provision of services in order to provide obliged services, without the prior consent of the **„owner“**.

9.5. The agreement is created Georgian and English languages, in 3 copies, each of which has equal legal power. One copy shall be submitted to the Public Registry for registration. In case of opposition to the Agreement in the Georgian and English versions, preference is given to the Georgian edition.

9.6. The Agreement is valid upon signature by its Parties;

**10. Signatures of the parties:**

**„The manager“: \_\_\_\_\_\_\_\_\_\_\_**

**„The owner“: \_\_\_\_\_\_\_\_\_\_\_\_\_**