

MAINTENANCE AND SERVICE AGREEMENT

Sector-81, Parklands,

This Maintenance and Service Agreement ("**Agreement**") is made at _____ on this _____ day of _____ 201__.

BETWEEN

M/s Business Park Maintenance Service Pvt. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi - 110001 (hereinafter referred to as "**BPMS**", which expression, unless it be repugnant to its context or meaning thereof, shall include its nominee, authorized representative, attorney, successors in the interest and assigns) of the One Part;

AND

1) Applicant _____

2) Co-applicant(s) _____

an individual(s)/partnership firm/company/HUF (hereinafter referred to as the "**Floor Buyer**" / "**User**" which expression shall, unless it be repugnant to its context or meaning thereof, be deemed to include his/her/their/its heir, legal representatives, executors, administrators, successors and permitted assigns) of the Other Part.

BPMS and Floor Buyer/User are hereinafter collectively referred to as the "**Parties**" and individually as "**Party**".

WHEREAS:

A. The Floor Buyer/User has executed the Floor Buyer's Agreement dated ("**Floor Buyer's Agreement**") with M/s BPTP Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi - 110001, (hereinafter referred to as the "**Developer**") in terms of which the Floor Buyer/User has agreed to purchase an independent residential floor no. _____ having a super built up area of _____ Sq. ft., (_____ sq. mtr) (hereinafter referred to as the "**Floor**") at Sector-81, Parklands, _____, Haryana (hereinafter referred to as "_____"), on the terms and conditions set out in the said Floor Buyer's Agreement;

- B. The Floor Buyer's Agreement, executed by the Floor Buyer/User, contained a stipulation for the provision of Maintenance Services (hereinafter defined) in the Common Areas and Common Facilities for Park 81 by the Developer or its nominated maintenance agency and payment of maintenance charges by the Floor Buyer/User to the Developer or its nominated maintenance agency.
- C. The Developer, in exercise of its nomination rights under the Floor Buyer's Agreement, has nominated/appointed BPMS as its maintenance agency (hereinafter referred to as the "**Maintenance Agency**") for upkeep and maintenance of Common Areas and Common Facilities for _____. 'Common Areas and Common Facilities for _____ shall mean and include all such areas within Parklands Township as may be provided for common use of Floor Buyer/User in _____ such as parks, green areas, roads, sewer lines, water supply, common areas, garbage collection and waste management facilities, street lighting, security etc.. 'Maintenance charges' shall mean and include all charges with respect to maintenance of the Common areas and Common Facilities for _____ as payable by the Floor Buyer/User of _____ 'Shared Areas within the Plot ' shall mean to include the plot on which the building has been constructed together with all easements, rights of access and other similar rights belonging to the plot and the common structures such as passages, staircases, all shafts including MEP, munties, water tanks, boundary wall, driveways, common service area on terrace and any other commonly shared area by the occupants within the plot, the maintenance of the Shared Areas within the Plot is outside the scope of this Agreement and BPMS shall not be responsible for maintaining the Shared Areas within the Plot. The Floor Buyer/User (s) shall jointly be responsible for maintaining the Shared Areas within the Plot.
- D. BPMS has agreed to provide Maintenance Services, as defined below, on the assurance that the Floor Buyer/User shall abide by all the terms and conditions of this Agreement, and shall timely and promptly pay the bills raised by BPMS and/or its appointed maintenance agency, in advance for the first year and thereafter on a quarterly/such other duration and/or prepaid basis in accordance with the terms of this Agreement. The Parties have now decided to execute this Agreement on the terms and conditions recorded herein.
- E. The Floor Buyer/User has agreed to deposit and keep deposited with BPMS/ Maintenance Agency an interest free maintenance security deposit ("**IFMS**") at the rate of **Rs. _____/- per sq. ft.** per Floor to be calculated as per the super built up area of the Floor and to pay Maintenance Charges as may be decided by BPMS/ Maintenance Agency in accordance with the terms of this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Duration of Maintenance and Service Agreement and Transfer of Maintenance and Administration to Resident Welfare Association "RWA"

- 1.1. Subject to the terms and conditions of this Agreement, BPMS shall provide Maintenance Services as set forth in Clause 2 hereunder, in relation to _____ (hereinafter referred to as the "**Maintenance Services**").
- 1.2. The billing cycle for the Maintenance Services shall start from the 91st day of the expiry of period mentioned in Offer of Possession Letter or execution of Conveyance Deed whichever is earlier (hereinafter called "the Commencement Date"). It is understood and acknowledged by the Parties that for the purposes of this Agreement, in the event the Floor Buyer/User has failed to take possession of the said Unit till the expiry of aforesaid period, the Floor Buyer/User shall be deemed to have taken possession as on the 90th day from the expiry of period mentioned in Offer of Possession Letter and he/she/they shall become liable to pay Maintenance Charges w.e.f. the Commencement Date.

- 1.3. Subject to the terms and conditions of this Agreement, the Maintenance Services will be provided during the usual office hours or as may be announced by BPMS from time to time.
- 1.4. The BPMS has right to transfer the administration and maintenance of Colony, in full / part, namely" _____ " at _____, _____ where said Independent Floor(s) are situated, to any Association(s) formed by the group of allottees having proof of membership of majority of Independent floor owners in a particular Block / Sector in which such Floors are situated. The majority shall mean, Association(s) is having consent of more than 55% of Floor Owners of Independent Floor(s), irrespective of whether it is occupied or vacant, favouring transfer of administration and maintenance to the said Association(s). However, the Association(s) will do best endeavor to ensure that on a particular plot on which three Independent Floors are constructed, all the three owners shall become members of same Association for smooth operation of administration and maintenance.

2. Scope of Maintenance Services

- 2.1. Subject to the timely payment of the Maintenance Charges and due adherence with the terms and conditions of this Agreement, the Maintenance Agency agrees to provide Maintenance Services only in the Common Areas and Common Facilities for _____, as detailed hereinafter:
- 2.2. **"Maintenance Services"** shall mean and comprise of the following:-
 - 2.2.1. Common Areas Maintenance (CAM) Services: These shall comprise of operation and maintenance of common areas, electric sub-station connected with the supply of electrical energy to all Floor Buyer/User's of _____ and other electrical & mechanical equipments/systems and common facilities for _____. The operation and maintenance of bulk supply and distribution of electrical energy shall be handled by BPMS or at its sole discretion by any other company, nominee, agency to whom this work may be handed over by BPMS.
 - 2.2.2. Township maintenance services: These charges relate to maintenance of various common area(s), facilities and services in BPTP Parklands in which the said project / FLOOR is located
 - 2.2.3. Operation & Maintenance Services: These shall comprise of operation and maintenance of electric sub-station, pump(s), transformer(s), water tank(s) and other services in _____.
 - 2.2.4. Open Area Maintenance Services: These relate to operation and maintenance of open spaces for Park 81, such as landscaping, electrification for _____, water supply, sewerage, roads, paths and other services.
 - 2.2.5. Security services for common areas for _____. The security services shall comprise of general watch and ward for _____. For this purpose, the Maintenance Agency through its security provider agency will be free to regulate entry into _____. The security for _____ doesn't include the men, material, belongings etc. within the Floor which shall solely be the responsibility of the Floor Buyer / User.
 - 2.2.6. Garbage collection and waste management facilities for _____ from a designated point, as ascertained by BPMS or it's nominate agency.
 - 2.2.7. Insurance of entire structure(s) and common plants & equipment in _____: The insurance of the shell structure of the Floor and plant and machinery is the responsibility of the Floor Buyer/User. However, for convenience of the Floor Buyer/User, BPMS shall take out an insurance policy for the complete _____ including the shell structure of the said Floor and plant & machinery against all risks including, fire, riot, lightning, explosion, earthquake,

strike, storm, tempest, floods, malicious damage, air craft damages and such other risks, and is hereby duly authorized to do so by the Floor Buyer/User on its/their behalf. The Floor Buyer/User shall not do or permit to be done any act or thing which may render void or voidable, insurance of any building or any part of the said building or cause increased premium to be payable in respect thereof. As such, in the event of occurrence of any of the contingencies/ risks covered under the aforesaid policy, the Floor Buyer/User shall directly / through BPMS raise the claim on the insurance company and shall have no claim / recourse against BPMS. The insurance charges proportionate to the super built up area of the Floor shall be recoverable from the Floor Buyer/User.

Insurance of interiors of the said Floor or any articles kept or stored therein shall at all times remain the responsibility of the Floor Buyer/User whether he is the owner or lessee and BPMS or the Maintenance Agency shall not be responsible for the same in any manner whatsoever.

2.2.8. Attending to all day to day maintenance related repairs of common areas for _____, provided that the same is not necessitated due to any negligence or action or omission on the part of the Floor Buyer/User. However, if the damage as aforesaid is caused due to any negligence or action or omission on the part of the Floor Buyer/User, the Floor Buyer/User shall indemnify BPMS or the Maintenance Agency, as the case may be, to the extent of the damage caused due to such negligence or action or omission on the part of the Floor Buyer/User.

2.3. It is hereby agreed between the Parties that the scope of Maintenance Services as defined under Clause 2.2 shall be limited to Common Areas and Common Facilities for _____ and shall not include any work whatsoever inside the said Floor of the Floor Buyer/User after the Floor handover is done to the Floor Buyer. It is clarified that main doors, windows of the Floor are excluded from the common areas. Further, it is hereby agreed between the Parties that the Shared Areas within the plot shall be maintained by the Floor Buyer/User of the plot on their own and BPMS shall not be responsible for maintaining the same.

3. Maintenance Charges and Computation thereof.

3.1. The Floor Buyer/User shall always bear the costs of Maintenance Services, and the same shall be payable by the Floor Buyer/User in the manner and proportion specified below.

3.2. That the Maintenance Charges shall include (without any limitation) all charges, fees, costs, expenses, payments etc., that may be incurred in connection with provision of Maintenance Services and includes inter alia the following items:

3.2.1. Charges, fees, costs, expenses, payments etc., incurred in the operation and maintenance of services as mentioned in Clause 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.2.6, 2.2.7 and 2.2.8 herein.

3.2.2. Service contract expenditure, charges for operation and maintenance of all electro-mechanical equipment and/or any other equipment installed for rendering maintenance services etc., in _____. Further, any costs and charges pertaining to equipments / enhancements which are installed, operated or maintained at the request of Association shall also be included in the Maintenance Charges.

3.2.3. Cost of electricity and water for all maintenance services including the lobbies, parking area and external common areas etc., and any transmission and distribution losses for supply of electricity and water to the Floor.

3.2.4. Cost of consumables for all services in common areas, and equipment pertaining to provision of common services and facilities.

- 3.2.5. Cost relating to any unforeseen charge or outgoing for repair of any equipment, machinery or apparatus in the event of the same breaking down / becoming unusable (excluding capital cost of any nature).
- 3.2.6. All day to day repairs in common areas.
- 3.2.7. Other necessary/ancillary expenses and charges including insurance as mentioned in Clause 2.2.6 above, incidental to the preservation and maintenance of the property and for adequate provision of common services and facilities in _____.
- 3.2.8. Annual maintenance contracts with third party service providers.
- 3.2.9. Supervision and management costs for providing the Maintenance Services.
- 3.2.10. All overhead expenses incurred by BPMS for provision of Maintenance Services in _____, including salaries, wages and benefits payable to the employees, administrative staff and maintenance staff, and other overhead expenses and administrative costs shall be taken into account for computation of Maintenance Charges.
- 3.2.11. Any other additional service which BPMS may provide for overall maintenance of _____.
- 3.3. The Maintenance Charges shall be calculated by taking into account the entire cost incurred by BPMS (including those mentioned in Clause 3.2 above) for rendering Maintenance Services, and the cost of operating, fuel/electricity etc., and common area lighting/watering etc. In the event of there being common meters for common services, the Floor Buyer/User shall pay to BPMS the proportionate cost calculated on the basis of super built up area of the Floor.
- 3.4. BPMS shall recover charges for the consumption of electrical energy inside the respective Floors of the Floor Buyer/User based on the number of units consumed, as indicated by the meter(s) installed in the said Floor at the applicable tariff rate along with other applicable charges as prescribed/charged by Haryana Electricity Regulatory Commission /DHBVN from time to time. BPMS shall have the right to install pre-paid meters for electricity and the Floor Buyer/User hereby agrees to pay the cost of said pre-paid electricity meter and installation charges thereof and agrees to abide by terms of usage thereof.
- BPMS shall not be liable for any claims for loss, damage or compensation, whatsoever, arising out of failure or shortage in supply is due either directly or indirectly to war, mutiny, civil commotion, riot, strike, lock-out, fire, flood, tempest, lightening earthquake or other force majeure conditions, or occurrence beyond the control of BPMS or inadequate or low quality of supply from DHBVN to the Developer.
- 3.5. BPMS shall recover charges for the consumption of water inside the respective Floors of the Floor Buyer/User based on the number of units consumed, as indicated by the meter(s), installed for the said Floor at rate per unit consumed or on a pro-rata share of water consumed for _____ less water used for common services, according to super built up area of Floor, which for want of a more suitable standard rate shall correspond to the rates charged by government for its direct consumers falling in the schedule of tariff as applicable from time to time to the said Floor and _____, as if the water was directly supplied by government. The bill shall also include the meter hire charges, if provided separately. These charges shall apply to all Floor Buyers'/Users' irrespective of their possession, occupation or usage of the said Floor.

- 3.6. The consumption of electrical energy and water as agreed above shall be billed and recovered separate from the billings for the Maintenance Charges, as provided in Clause 4 hereunder.
- 3.7. Upon commencement of this Agreement, BPMS shall bill and recover Maintenance Charges, as provided in Clause 4 hereunder, at the rate of Rs. 1.50/- per sq. ft. per month of super built up area. The bill for Maintenance Charges raised for the first year in advance shall be payable simultaneously with the execution of this Agreement hereof. The final Maintenance Charges shall, however, be determined in accordance with the formula provided in Clause 3.9. The accounts of Maintenance Charges shall be reconciled for each accounting year as per the said formula and/or at such periodic intervals as may be decided by BPMS.
- 3.8. BPMS shall have the right to increase, revise or modify charges of any service or services, to ensure quality maintenance as also to meet any escalated cost of the billing whereof shall be done on actuals + 20% mark up. The Floor Buyer/User shall have no objection and shall be liable to pay the increased/revised charges accordingly. It is hereby agreed and acknowledged that the Maintenance Charges and other amounts payable under this agreement shall be exclusive of any applicable taxes, duties and levies which shall be borne and paid by the Floor Buyer/User to BPMS/ Maintenance Agency in addition to the Maintenance Charges and other amounts payable under this Agreement.
- 3.9. Calculation of Maintenance Charges shall be done in the following manner:
- 3.9.1 Costs of entire Maintenance Services provided by BPMS shall be divided by the total occupied super built up area of _____ to arrive at the maintenance charges per sq. ft. per month which shall be multiplied by the super built up area of the said Floor and 20% markup added to this amount to arrive at the total maintenance charges to be paid by the individual Floor Buyer/User.

In addition, there will be added:

- a) Cost of maintenance service(s) exclusively rendered to a Floor Buyer/User to be borne by such Floor Buyer/User, if any.
- b) Arrears, if any, or any other charges pertaining to provisions of maintenance services provided by BPMS and which are required to be borne and paid by floor Buyer/ Users.
- c) All applicable taxes, duties and levies.

The Parties acknowledge that the aforesaid methodology of determining the amounts payable by the Floor Buyer/User is well recognized in the real estate industry and is based on common practices prevalent in the market place for similar transactions.

- 3.10. At the end of each financial year, either on its own or on specific demand from the Association, BPMS may provide to the registered association which is duly formed under the relevant Act,, a cost certificate, duly certified by a Chartered Accountant, of the actual expenditure incurred for the provision of Maintenance Services in _____, which would form the basis of the estimates for advance billing in the subsequent financial year. Such cost certificate shall only be provided by BPMS in the second quarter of the subsequent financial year. Further, in case the actual costs incurred during the elapsed year, as evidenced by the afore-mentioned cost certificate, is higher than the costs/ rates actually invoiced to the Floor Buyer/User during the year, the differential amount thereof, shall be recovered from the said Floor Buyer/ User through one or more bills raised for the purpose in the subsequent financial year.

4. Billing & Payment

4.1. *Advance/Postpaid Billing*

4.1.1. The billing for Maintenance Charges shall be raised for the first year in advance and thereafter it shall be based on the advance or postpaid basis. BPMS shall raise bills for Maintenance Charges and towards water consumption inside the Floor, in advance or on postpaid basis, for every month or for such other duration as it may deem fit.

4.1.2. However, electricity consumption (supplied through distribution licensees) inside the Floor shall be billed monthly or for such other duration in the beginning of the current month (for consumption in the previous month/s). In addition to billing for electricity consumption inside the Floor, the pro-rata share of electricity consumption within Common Areas and Common Facilities for _____ and Shared Areas within the plot shall also be billed monthly or for such other duration in the beginning of the current month (for consumption in the previous month/s).

4.1.3. The charges for any exclusive maintenance services, as may be specifically required and provided to the Floor Buyer/User, shall be billed and payable by such Floor Buyer/User alone. The Floor Buyer/User hereby undertakes to pay the bills so raised by BPMS on or before the due date(s) as mentioned in the bills.

4.2. ***Prepaid Metering System:*** In addition to the advance/postpaid billing system and/or in lieu of the same, BPMS may also raise bills on prepaid billing basis in the following manner:

4.2.1. *Prepaid Billing for Maintenance Charges and other services:* The billing for Maintenance Charges shall be raised for the first year in advance and thereafter it shall be based on prepaid metering system. The charges for any exclusive maintenance services, as may be specifically required and provided to the Floor Buyer/User, shall be billed and payable by such Floor Buyer/User alone.

4.2.2. *Prepaid Billing for Electricity consumption (supply through distribution licensees):* The electricity consumption inside the Floor and the pro-rata share of electricity consumption within Common Areas and Common Facilities for _____ and Shared Areas within the plot (supplied through distribution licensees) shall be billed and recovered on the basis of actual/current consumption through prepaid metering system.

4.2.3. In the prepaid metering system, charges towards Maintenance Services, supply of electricity through distribution licensees (on the basis of actual/current consumption) and provision of services specifically provided to the Floor Buyer/User etc., shall be automatically deducted on daily basis.

4.2.4. The Floor Buyer/User undertakes to always maintain sufficient balance in the maintenance and electricity meter account through coupon recharges of appropriate denominations. In case the balance of the respective prepaid meters towards the Maintenance Services or electricity is not sufficient or becomes NIL, BPMS shall have the right to withdraw/disconnect/discontinue the respective Maintenance Services or electricity, as the case may be, to the Floor until the time such amount is paid by the Floor Buyer/User along with interest and other charges as defined in this Agreement. BPMS may, in its sole discretion, instead of disconnecting the electricity supply to the Floor, grant some grace value in negative for certain period (not to be exercised by Floor Buyer/User as a matter of right) in such prepaid meter subject to payment of interest/ penalty on such negative/minus amount falling due.

- 4.2.5. However, if on account of any technical fault, the supply to the Floor is not disconnected on account of such NIL balance and the Floor Buyer/User consumes the electricity further, the supply of the electricity to the Floor shall be immediately disconnected and then the Floor Buyer/User shall be liable to make good such short fall immediately failing which the Floor Buyer/User shall be liable to pay interest @ 18% p.a. on the unpaid amount for the period of delay in payment.
- 4.3. The Floor Buyer/User shall have an option to receive their bills/invoices electronically via email or through hard copies at their correspondence address (not both), preference of which shall be communicated by the Floor Buyer/User at the time of execution of this Agreement. The Floor Buyer/User shall ensure that the contact details, as provided in Clause 15 herewith, are correct and needs to be valid and current during the entire relationship with the Maintenance Agency. The Floor Buyer/User shall be solely responsible for any returned or fail to be delivered bill/intimation on account of an invalid contact/communication information.
- 4.4. The Floor Buyer/User shall pay in full the maintenance bill presented to it by BPMS. No part payment of any bill shall be accepted by BPMS and even if accepted, the same shall nevertheless constitute default by the Floor Buyer/User. In the event of default in payment by the Floor Buyer/User, apart from the other rights that BPMS may have under law or under this Agreement, BPMS shall have complete discretion to discontinue the maintenance services/facilities or to set off the payments due from the Floor Buyer/User from any other monies or security of the Floor Buyer/User with BPMS. Payment in full of the maintenance bill raised including service tax, cess and other levies on the Maintenance Charges as may be applicable from time to time, shall be the condition precedent for the Floor Buyer/User for availing the facilities and maintenance services provided by BPMS.
- 4.5. The Floor Buyer/User shall not raise any objection to the maintenance bill on any ground whatsoever, including any such objection that the Floor Buyer/User is not availing any of the services provided by BPMS. In any case, BPMS shall not be obligated to receive any part payments against the bills raised by it and any acceptance of part payment shall not be deemed to be a waiver of its rights under this Agreement including but not limited to right to discontinue provision of any services / supply of electricity / supply of water.
- 4.6. The Floor Buyer / User agrees that BPMS shall charge interest @ 18% p.a. for the period of delay in payment of Maintenance Charges after due date. The Floor Buyer / User agrees that BPMS shall charge interest for the period of delay in payment of electricity bills as provided in HERC/DHBNV schedule and reserves the right to withdraw the Maintenance Services after the issuance of final notice (via email). The same shall be read in conjunction with Clause 4.13 herein.
- 4.7. In case of failure of the Floor Buyer/User to pay the maintenance bill or other charges on or before the due date, the Floor Buyer/User, in addition to permitting the BPMS/ Maintenance Agency to deny him/her the Maintenance Services, also authorizes BPMS/ Maintenance Agency to adjust the IFMS against such defaults in the payment of maintenance bills. If due to such adjustment in the principal amount, the IFMS falls below the sum of Rs. 20/- per sq. ft. (Rupees Twenty only), then the Floor Buyer/User hereby undertakes to make good the resultant shortfall within 15 (fifteen) days of demand made by BPMS/ Maintenance Agency, as the case may be. Further, BPMS/ Maintenance Agency, as the case may be, reserves the right to increase IFMS from time to time in proportion to the increase in the cost of Maintenance Services and the Floor Buyer/User undertakes to pay such increase within 15 days of demand by BPMS/ Maintenance Agency failing which BPMS/ Maintenance Agency apart from the other rights that BPMS may have under law or under this Agreement, BPMS shall take recourse to such legal action as it may deem fit to recover such dues, as also

withhold/discontinue the Maintenance Services at any time without any further notice.

The Floor Buyer / User undertakes to pay the bills without any reminders from BPMS on or before the due date indicated in the bill.

BPMS reserves the right to discontinue supply to a user if the user defaults in making payment of the bill on due date or there are reasons to believe that the Floor Buyer / User is contravening any of the provisions these conditions of supply or is committing a breach of this Agreement.

In case any representative of BPMS detects any theft / pilferage of electrical energy on the said Floor, its connection is liable to be disconnected immediately without any notice.

The Maintenance Agency is providing the Floor Buyer / User various maintenance services, inter alia street lights, lights, water supply, etc. which require and depend on electricity for its operation and maintenance . Moreover, the electric connection provided in the said Floor Buyer / User is possible and maintained when the electrical installation/system are maintained well by the Maintenance Agency. For maintenance services the Maintenance Agency raises separate charges every month in addition to electricity consumption charges in the said Floor Buyer / User and both form a part of total maintenance services bill. Failure to pay amount of such maintenance services bill within seven days of notice after the due date as notified the bill will entitle the Maintenance Agency to disconnect the electricity supply to the said Floor Buyer / User under this agreement.

- 4.8. The Floor Buyer/User has agreed to deposit and keep deposited with BPMS/ Maintenance Agency an interest free maintenance security deposit ("IFMS") at the rate of **Rs. ____/- per sq. ft.** per Floor.
- 4.9. Payments shall be made through local crossed cheque or demand draft, drawn in favour of "Business Park Maintenance Services Private Limited" and payable at New Delhi and shall be deemed to have been paid only when the amounts are credited to the account of BPMS. The Floor Buyer / User to mention the name, customer code and telephone / mobile number on the reverse side of the cheque / demand draft. Any payments made via internet banking shall be deemed to have been paid only when the Floor Buyer / User shares the unique transaction number / details of online payment at customercarebpms@bptp.com or to such other correspondence address or email address, as may be communicated by BPMS for the said purposes.

The Floor Buyer/User may make payments at following payment deposit centers, unless the centres list is changed and such change is communicated by BPMS -

The Floor Buyer/User may make payments at following payment deposit centers, unless the centres list is changed and such change is communicated by BPMS -

- C/o BPTP Marketing Office, Sector-81, Village Budena, Tehsil & District - _____, Haryana (Only through cheque / demand draft)
- BPTP CREST, Plot No 15, Udyog Vihar, Phase IV, Gurgaon-122015, Haryana (Cash /cheque / demand draft)
- M-11, Middle Circle, Connaught Place, New Delhi 110001 (Cheque / demand draft)

Also, the Floor Buyer/User may make payments online in the account of BPMS, the details of which are provided below or to such other address as may be communicated in writing by BPMS to the Floor Buyer/User from time to time:

In favor of "Business Park Maintenance Services Private Limited"

Current Account No

Bank Details:

IFSC:

Swift Code:

- 4.10. The Floor Buyer/User hereby acknowledges, agrees and confirms that all the payment(s) made by the Floor Buyer/User shall firstly be adjusted towards the overdue interest dues/levies/finest/penalties etc., and then towards the outstanding charges with respect to provision of Maintenance Services, utilities supply etc., as the case may be. All returned/dishonored cheques shall be subject to legal action under the provisions of Negotiable Instrument Act, 1881 or any modification thereof apart from civil action for recovery of the amount. BPMS shall be entitled to recover bank charges in addition to bill amount, interest at the rate of 18% p.a. and other charges as provided in this Agreement in case of dishonoured cheques.
- 4.11. The payment of bills shall not be withheld or delayed on any account. If there is any difference or dispute as to its accuracy or relating to anything contained in this Agreement or otherwise, then any such difference or dispute shall be settled as provided in Clause 17 below but such dispute shall not entitle the Floor Buyer/User to withhold the payment of the bill(s) under any circumstances.
- 4.12. *Right to use the Maintenance Services subject to payment of Maintenance Charges:* The Floor Buyer/User further agrees that its right to use the Maintenance Services, including the supply of electrical energy and water, shall be subject to regular and prompt payment of Maintenance Charges billed by BPMS. If Maintenance Charges are not paid regularly, the Floor Buyer/User shall lose its right to use any of the common facilities and the provision of Maintenance Services including right to receive electrical energy and water inside the said Floor. However, so long as the Maintenance Charges (all payments) envisaged under these presents are regularly paid and all the covenants herein contained are observed, the right of the Floor Buyer/User to use common facilities and provision of Maintenance Services shall subsist.
- 4.13. Without prejudice to the right of BPMS to charge interest for the period of delay in payment of a bill by the due date, in case the Floor Buyer/User fails to pay the bill within 7 days of the due date, then the bill shall be deemed to be a notice and the electric supply to the Floor and the provision of Maintenance Services to the Floor Buyer/User shall be withheld/ disconnected/ discontinued after expiry of fifteen (15) days of the due date mentioned in the bill without any further notice in this regard. The supply shall not be reconnected and the Maintenance Services vis-à-vis the said Floor shall not be restored unless and until the amount shown in the bill together with interest @ 18% p.a. for the period of delay and all other related expenses incurred/to be incurred in disconnection of or reconnection of the electric supply and the Maintenance Services have been paid by the Floor Buyer/User. The bill shall be treated as a Notice for disconnection in the event of non-payment by the Floor Buyer/User, notwithstanding inclusion of any part of the charges in the bill under default being included in the subsequent bills sent by BPMS. In all such circumstances when the electricity supply is to be reconnected, the Floor Buyer/User agrees to pay a charge of Rs 1000/- at each such incident of electricity reconnection wherein disconnection happened due to the non-payment by the Floor Buyer/User.
- 4.14. The Floor Buyer/User hereby agrees and undertakes to receive the electricity supply from BPMS and not to apply to any other distributing/regulating/licensing agency/authority for direct individual supply of electric power to the Floor/ _____ in view of the release of

bulk electric supply to _____ and agrees to execute an undertaking in this respect, if required. BPMS shall supply electrical energy as a part of its Maintenance Services and not as a separate function.

5. Club Usage

That BPMS, either itself or through a third party, shall operate and run the Club in _____. It is hereby agreed and understood by the Floor Buyer/User that he/she/it shall pay for the usage of Club facilities as per the extant policy of BPMS and club membership charges/recreational facility charges deposited by the Floor Buyer shall be excluded from the same. Further, for avoidance of any doubt it is clarified that all the payments made towards the usage of club facilities by the Floor Buyer/User shall not be part of the Maintenance Charges paid to BPMS under this Agreement. Also, Club usage on payable facilities is excluded. The payable facilities shall be specified by the Maintenance Agency/ management of the Club from time to time.

6. Fit - Outs / Interiors Works

- 6.1. BPMS shall permit the Floor Buyer/User, subject to him/her/them having fulfilled all his / her / their obligations under this Agreement, to carry out interior works after taking over possession of his / her / their aforesaid Floor.
- 6.2. It is incumbent upon the Floor Buyer/User to follow the process prescribed by BPMS and obtain temporary pass issued from the estate office for the labour / contractor engaged by the Floor Buyer/User in this regard. This pass will entitle the Floor Buyer/User's personnel to access the complex and the Floor Buyer/User's unit for interior works till the period specified in the temporary pass.
- 6.3. It is made clear to Floor Buyer/User that the interior works and material movement shall be allowed during the respective timings prescribed by BPMS from time to time. Night stay of the contractor / labour in the complex is not permitted. In case of any deviation, the concerned labour will not be allowed entry into complex/ tower/ Floor. Further, the Floor Buyer/User shall be solely responsible for all the labour law compliances / safety guidelines applicable to the deployment of labour.
- 6.4. Further, the Floor Buyer/User shall ensure that materials shall be kept inside the Floor and no work to be performed in the common area in _____. Further, the Floor Buyer/User acknowledges and agrees that the welding work is disallowed inside the Floor; the vendor has to complete the work outside the premises. The Floor Buyer/User has to ensure that there is no overloading of circuit, which can damage one's own Floor or tower panel wirings.
- 6.5. The labour / contractor shall be frisked at the complex entry and / or building entry. The labour / contractor shall not be allowed to carry tobacco products inside the building. In case they are found chewing tobacco / tobacco stains found inside / around the said Floor, the Floor Buyer/User will be subject to a penalty of Rs. 2000/- which may be revised from time to time by BPMS, at its sole discretion.
- 6.6. The Floor Buyer/User further agrees that its interior works shall not cause any damage to existing systems installed by the Developer or BPMS and Floor Buyer/User shall obtain prior written permission from the Developer / BPMS for carrying out such interior works.
- 6.7. The Floor Buyer/User shall ensure that other structural / finishing work done internally within the said Floor does not cause any fire, electrical, structural, pollution, health hazard to other floor buyer's/user' of the building / _____.

6.8. The Floor Buyer/User undertakes not to cause any damage to building / _____ while completing the interior work of the said Floor and in the event any such damage is caused, the Floor Buyer/User agrees to indemnify and reimburse the Developer and BPMS the cost and expense of repair, rectification, replacement thereof.

7. Limitation of Responsibility and Obligations of BPMS

7.1. The Floor Buyer/User acknowledges and agrees that the provision of Maintenance Services shall be provided by BPMS or its nominees and assigns through various outside agencies, under separate agreements to be entered into with them. BPMS's responsibility will be limited only to the extent of supervision of these agencies and to ensure that their operation is in conformity with the agreement executed by them and to change the agency if its performance is not up to the desired standards. BPMS accepts no legal liability whatsoever arising from the acts of omission, commission, negligence or defaults of the aforesaid agencies in providing the Maintenance Services. Similarly, the Floor Buyer/User acknowledges and agrees that BPMS's role and responsibility for the supply of electrical energy / water to the Floor Buyer/User shall be limited to receiving the supply of electrical energy / water from concerned authorities and to distribute the same onwards to Floor Buyer/User and that BPMS will have no control on the quality, quantity and other requirements with respect to electricity/ water so supplied.

7.2. The Floor Buyer/User acknowledges and agrees that BPMS or the Developer shall, in no case be held responsible for any fire, electrical, pollution, structural or any kind of hazard arising due to lapse, default, action, omission, negligence of the Floor Buyer/User or due to electrical devices or equipment installed in the said Floor. The hazards aforesaid shall not impose any kind of legal or financial liability on BPMS and the Floor Buyer/User agrees to keep BPMS indemnified and harmless against any loss or damage that may be caused to it or _____ or its installations, fittings, equipments, plants, etc. The Floor Buyer/User shall ensure that electrical systems or any other work done internally within the said Floor or externally, shall not pose any fire, electrical, structural, pollution and health hazard, for which the Floor Buyer/User shall be solely, responsible for all legal and financial consequences arising therefrom. 7.3. Further, BPMS shall not be liable and / or responsible for any harm, loss, damage or physical injury of any nature, suffered by the Floor Buyer/User or any of his / her spouses, children, dependents, visitors, or agents, for use and enjoyment of services under this Agreement attributable to breakdown of power, failure of machinery, fault of human error, theft, fire, act of God, / riot or civil commotion and the other similar things. The Floor Buyer/User undertakes that he/ she / they will keep his / her / their Floor(s) and the belongings therein, duly insured.

7.4. Notwithstanding anything contrary contained in this Agreement, the obligation of BPMS to provide Maintenance Services under this Agreement is conditional on BPMS receiving the IFMS and Maintenance Charges within the stipulated time from all the Floor Buyers/Users. In the event of default in timely payment of IFMS and Maintenance Charges by the Floor Buyers/Users, BPMS shall not be obliged to provide Maintenance Services and/or run or operate the equipments until the unpaid amounts are received from all the Floor Buyers/Users.

8. General Compliances

8.1. The Floor Buyers/Users shall maintain all areas within the Plot including the staircases, electricity meters (including the sub main cables), balconies / munties etc. and all other Shared Areas inside the Plot, at its own cost, in a good condition and shall not do or suffer to be done anything in or to the Floor, or to any portion of _____, or to the common areas

and facilities which may constitute violation of any law or rules of any authority or cause detriment to occupants of _____ or change or alter or make additions to the Floor and keep the building in which the Floor is located, its walls and partitions, staircases, electricity meters (including the sub main cables), ferrules, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable condition and shall repair and maintain the same to ensure that the foundation/structure etc., of the building is not in any way damaged or jeopardized.

- 8.2. The Floor Buyer / User shall not raise any construction, temporary or permanent, in or upon the Floor nor shall make any deletion, alteration or addition or sub-divide or amalgamate the said Floor. The Floor Buyer / User shall not cover the balcony/ terrace of the Floor by any structure, whether permanent or temporary nor shall be permitted to raise any grills/railings in the said Floor or its elevation or its outer facade. Any such breach shall be treated as default and the Floor Buyer / User hereby acknowledges, agrees and confirms that such unauthorized structure or deletion or change in the Floor shall be removed/restored/rectified by BPMS at his/her/its own risks, costs and expenses.
- 8.3. The Floor Buyer/User further undertakes, assures and guarantees that the Floor Buyer/User would not put any sign-board/ name-plate, neon-light, publicity material of advertisement etc., on the face/ facade of the building or anywhere on the exterior of the building, verandah or common areas or any area of _____ in general.
- 8.4. The Floor Buyer/User shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc., or carryout any change in the exterior elevation or design, of the Floor or the building.
- 8.5. Further, the Floor Buyer/User shall not store or place any heavy material in the common areas and facilities including the common passages or staircase of the building.
- 8.6. The Floor Buyer/User shall also not remove any wall, including the outer and load bearing wall of the Floor.
- 8.7. The Floor Buyer/User shall plan and distribute the Floor Buyer/User's electrical load in conformity with the electrical systems installed.
- 8.8. The Floor Buyer/User further agrees and undertakes to carry out all repairs of internal installations of the Floor such as water, light, gas, power, sewage, telephones, air-conditioners, sanitary installations, doors, windows, lamps and all accessories belonging to the Floor at its sole cost and expense. The non-observance of the provisions of this clause shall entitle BPMS, without prejudice to other rights and remedies which it may have, to discontinue the maintenance, electricity and water services to the said Floor Buyer/User. The Floor Buyer/User agrees to keep BPMS harmless and indemnified against any loss or damage that may be caused to BPMS in this regard.
- 8.9. The Floor Buyer/User shall permit the supervisors, agents, representatives, etc., of BPMS (whether with or without workmen) at all reasonable times to enter into the said Floor with prior intimation except in case of emergency for the purpose of inspection and/or for the purpose of providing any services or for solving any complaint / issue raised to them. In case the Floor is unoccupied, the Floor Buyer shall extend required support to provide access to BPMS and its personnel/agents to carry out required checks as deemed necessary by BPMS.
- 8.10. The Floor Buyer/User hereby agrees and undertakes that the electricity supplied from BPMS or its nominated agency shall be used for residential purposes only and no other purpose. No professional/ commercial /other activity shall be carried out without the prior written permission from BPMS or its nominated agency and subject to any applicable

government approvals (which responsibility shall be solely of the Floor Buyer/User) and submitting such necessary indemnity/undertaking as may be required by BPMS.

- 8.11. The deposit of IFMS and advance payment of one year Maintenance Charges is a prerequisite and a condition precedent for BPMS to commence provision of Maintenance Services as envisaged in this Agreement.
- 8.12. Any capital costs, replacement costs and expenses in relation to _____ shall be payable extra on demand. For the purposes of clarity 'capital costs, replacement costs and expenses' shall include any costs or expenses incurred on replacement of any item or of a major component of any item or major repairs to such items in lieu of replacement and all such costs and expenses shall be considered a capital expenditure if the original item or a subsequent improvement to such item was, or could have been, capitalized in terms of generally accepted accounting principles. The Floor Buyer/User will pay to BPMS, without demur or delay, its proportionate share (on the basis of number of users using the same) in any unforeseen charges or outgoings or capital costs or replacement costs of replacement/ installation of any item/equipment/ machinery/ apparatus or any component thereof becoming unusable or replaceable as determined by BPMS/ Maintenance Agency. The demand so raised by BPMS/ Maintenance Agency will be final, conclusive and binding on the Floor Buyer/User.
- 8.13. It is clearly understood and agreed by and between the Parties hereto that all the terms and conditions contained herein and the obligations arising hereunder in respect of the said Floor, shall equally be applicable and enforceable against all Floor Buyer/User /their employees/tenants and/or subsequent purchasers/dwellers of the said Floor, as the said obligations go along with the said Floor for all intents and purposes. The Floor Buyer/User shall be required to intimate BPMS about any letting out / sale etc. of the Floor. In case of sale, the present Agreement needs to be endorsed in favour of the new purchaser on payment of requisite administrative charges prescribed by BPMS.
- 8.14. That it is understood and agreed by the Floor Buyer/User that in the event the Floor Buyer/User sells or transfers or parts with the possession of the Floor including tenancy during the subsistence of this Agreement then the Floor Buyer/User shall prior to such transfer obtain a no dues certificate from the BPMS/ Maintenance Agency and shall also provide a deed of adherence (in the form requested by BPMS) duly executed by the transferee in whose favour the Floor is being transferred, to ensure that the transferee adheres and conforms to all the terms and conditions of this Agreement. It shall be a condition precedent to the grant of no dues certificate by BPMS/ Maintenance Agency that the prospective purchaser/transferee executes the deed of adherence, thereby agreeing to abide by terms and conditions as contained in this Agreement.
- 8.15. The Floor Buyer/ User shall keep the nominated agency informed, by prior notice in writing of atleast 07 days, at customer-care@btpm.com, in case he / she / they wish(es) to lease out the said Floor at any time in future to any intending lessee and shall, before leasing the said Floor, get the deed of adherence executed by the intending lessee in the format, annexed herewith as Annexure A, as may be amended from time to time. The Floor Buyer undertakes the responsibility to complete the tenant, domestic help and driver(s) verification (using the Police Verification format) and record the details with the police. Any identity/ verification documents required by BPMS must be submitted by the Floor Buyer / User on request. The Parties herein agree that in the event the Floor is leased out by the Floor Buyer/User then it shall be incumbent upon the Floor Buyer/User to ensure that the intending lessee adheres and conforms to all the terms and conditions of this Agreement, at all times. However, it is understood and agreed by the Floor Buyer/User that the responsibility, for the

payment of Maintenance Charges, charges towards supply of electricity, water and other utilities etc., envisaged herein shall always be that of the Floor Buyer/User, who may cause the same to be paid by the intended lessee on his/her behalf, which shall not in any manner limit the liabilities and obligations of Floor Buyer/User under this Agreement. The liability of payment of Maintenance Charges, charges towards supply of electricity, water and other utilities etc., in such cases, shall be joint and several, exercisable at the sole option of BPMS.

- 8.16. The Floor Buyer/User agrees to not fasten / tie the pets outside the Floor and shall not allow the pets to cause inconvenience / nuisance to the other owner(s) / occupants / members of _____. The pet management policy details shall be circulated by BPMS from time to time.
- 8.17. The Floor Buyer/User agrees to not install any equipment(s) / gadget(s) which will have any adverse effect on the permitted electricity load.
- 8.18. The Floor Buyer/User agrees to not make any alterations in the electrical or sanitary / plumbing infrastructure provided in the Floor by the Developer without prior written permission from the Developer. Any damage/impact caused thereby in the Floor or to other co-occupant's floor will have to be borne by the Floor Buyer/User. Further, the Floor Buyer / User agrees to keep the plumbing valves closed at all times when they are away from the Floor for more than 24 hours.
- 8.19. The Floor Buyer/User shall bear the cost of all damages /breakage caused by its staff/its agents/its visitors to the plot/building/structures/equipment/antennae/V-SAT/RF/fabric of _____ and shall forthwith reimburse all costs in connection with the replacement/rectification, on account of the above to BPMS as and when demanded.
- 8.20. The Floor Buyer/User shall not store or keep or permit to store or keep any illegal, hazardous, obnoxious, dangerous, inflammable material or goods which may cause damage to _____ / Floor or to the provision of Maintenance Services or be in violation of any local laws, rules and regulations.
- 8.21. Notwithstanding the receipt of permission/no objection from any statutory or law enforcing authority, the Floor Buyer/User must seek the prior permission of BPMS or its nominated maintenance agency for hosting any social function, show, event etc., within _____ premises, which may be granted by BPMS subject to payment of charges and expenses or rejected (after due consideration) due to security or other reasons. The decision of BPMS, in this regard, shall be final and binding on the Floor Buyer/User.
- 8.22. BPMS directly or through their duly authorized agency will have the right to frame and modify from time to time rules and regulations for all Floor Buyer/User / tenants/ purchasers within _____, which shall be adhered to strictly by the Floor Buyer/User.
- 8.23. The Floor Buyer / User hereby acknowledges and agrees that parking of the vehicle(s) within _____ is at the Floor Buyer's / User's own risk and responsibility. Further, BPMS shall not be responsible/ liable, in any manner whatsoever, for any untoward incident/damages including but not limited to any scratch/damage caused to vehicle(s) parked within _____.
9. The Floor Buyer/User represents and warrants that it shall always abide by the terms and conditions contained in the Floor Buyer's Agreement and the conveyance Deed and any violation of the same shall entitle BPMS to discontinue the Maintenance Services and disconnect electricity and water connection to the said Floor. This Agreement is in consonance and not in derogation to the Floor Buyer's Agreement and the conveyance deed

and only in the event of any inconsistency between such agreements in respect of provision of Maintenance Services and/or payment of Maintenance Charges, the terms of this Agreement shall override.

10. All costs, charges, duties and expenses payable or in respect of or related to this Agreement and on all other instruments and deeds to be executed, if any, pursuant to this Agreement shall be borne and paid by the Floor Buyer/User.
11. The failure of BPMS to enforce at any time or for any period of time any provision(s) hereof shall not be construed to be a waiver of any provision(s) or of the right there under to enforce any or each and every provision of this Agreement.
12. If any provision of this Agreement shall be determined to be void or unenforceable under any law, such provision shall be deemed amended or deleted to the extent necessary, to conform to applicable laws and the remaining terms and conditions of this Agreement shall remain valid and enforceable.
13. BPMS shall not be held responsible or liable for non-performance or delay in performance of its obligations under this Agreement, if such delay or default is caused by conditions beyond its control including, but not limited to, failure of electrical equipment, acts of God, government restrictions and other force majeure conditions including circumstances and events such as strikes, riots, vandalism, war, insurrections, lockouts, enemy action, floods, earthquake, etc.
14. That any and all charges mentioned herein including Maintenance Charges are exclusive of service tax or any other taxes/cess, etc., payable and the Floor Buyer/User shall be liable to pay any such service tax or other taxes present or in future in addition to the Maintenance Charges and other amounts payable under this Agreement.
15. Any notice / communication / correspondences (including queries) sent to the Party to whom it is addressed shall be sent on the address as provided herein or on the last recorded address through set process and the same shall be deemed to have been delivered (i) if given or sent by the Speed Post/registered post 3 business days after posting; (ii) if sent by e-mail, at the time of confirmation of transmission recorded on the sender's computer:

To Customer Care, Business Park Maintenance Services [BPMS] Address:

BPTP-CREST, Plot-15, Udyog Vihar - 4, Gurgaon -122015

Email: customercarebpms@bptp.com

To the Floor Buyer/User:

Name: _____ 1)

Address: _____

The Floor Buyer/User hereby undertakes to duly inform/update the Maintenance Agency of any change in the aforesaid information/details in accordance with the process for updating the contact details in Annexure B hereof.

16. BPMS shall have the right to assign this Agreement or any part thereof to any other person/entity as it may deem fit.
17. Arbitration: Subject to Clause 4.11 but excepting the cases of theft/pilferage of electrical energy or matters which are prima facie offences under law; and only after any bill amount due is paid by the Floor Buyer/User to BPMS, in the event of any differences or disputes arising between the Parties in respect of any matter connected with the accuracy of bills, supply of Maintenance Services or interpretation of any of the terms and conditions hereof,

which cannot be settled or determined amicably between the Parties hereto, the same shall be referred to the arbitration of a Sole Arbitrator to be appointed by BPMS. Reference to Arbitration shall be without prejudice to the rights of BPMS to effect recovery of its dues under this Agreement (including discontinuance of Maintenance Services or electric supply, etc.). The arbitration proceedings shall be held in English language and decision of the Arbitrator including but not limited to costs of the proceedings/award shall be final and binding on the Parties. The arbitration proceedings shall be held at New Delhi in accordance with the Arbitration & Conciliation Act, 1996, as amended from time to time.

18. **Applicable Law and Jurisdiction:** This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India and subject to Clause 17, the Civil Courts at _____ alone shall have exclusive jurisdiction in all matters arising out of and/or in connection with this Agreement.
19. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET OUT THEIR HANDS TO THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING.

(_____)
**BPMS
BUYER/USER
FIRST PARTY
PARTY**

(_____)
**FLOOR
SECOND**

WITNESSES:

1

2

ANNEXURE A

[On Rs. 100/- non-judicial stamp paper and to be notarized]

UNDERTAKING

Notwithstanding anything contained in the Rent Agreement or the Lease Deed as executed on ("**Agreement**") pertaining to Floor No. _____, _____, _____, _____, _____ ("**Unit**"), I hereby undertake to abide by the rules and regulations of BPMS/BPTP, as amended from time to time, governing the said Unit.

1. I hereby undertake not to use the said Unit or permit it to be used for any activity that is prohibited/ irregular/ illegal or any other activity that is hazardous or which may cause nuisance to other occupants of _____.
2. I hereby undertake to promptly pay for Maintenance Charges, charges towards supply of electricity, water and other utilities etc., as envisaged in the Agreement, by their respective due date(s).
3. I further undertake not to engage in behaviour which harms the quality of life of the residents of _____ by causing nuisance, annoyance, distress or alarm. I also undertake not to indulge in threats, drug dealing, theft and / or causing harassment or offence to other occupants of _____ or to the BPMS/BPTP staff stationed therein. The prohibitions include consuming alcohol in common areas, blocking somebody else's parking slot / approach to building, playing loud music, causing disturbance to others, in case of party post 10 pm the applicable rules will prevail with regard to music level.
4. I further undertake to vacate the said Unit forthwith upon determination by BPMS/BPTP of breach/violation of this Undertaking, within 15 days from the notice of such determination, failing which I authorize BPMS/BPTP to enter the said Unit or any part thereof and expel me therefrom, without prejudice to any remedies that BPMS/ BPTP may otherwise have by reason of my breach hereof.
5. I further acknowledge and agree that in the event of any conflict between the provisions of the said Agreement and this Undertaking, the provisions of this Undertaking shall prevail.
6. I further undertake not to alter the said Unit and/ or cause damage to its structure/ design or misuse the said Unit. I shall not harm or cause harm or damage to the peripheral wall, front, side and rear elevation of the said Unit and / or building /or plot / tower or obstruct the common areas in _____, in any manner whatsoever.
7. I am giving this Undertaking out of my free will without any coercion and knowing fully well of the consequences.

Signature of the Tenant(s)

Name:
Permanent Address:
Mobile:
Date:
Place:

Confirmed by the Owner

Name:
Address:
Mobile:

ANNEXURE B
CUSTOMER CONTACT DETAILS UPDATION REQUEST FORM

SAMPLE AGREEMENT