

MAINTENANCE AND SERVICE AGREEMENT

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

BETWEEN

M/s Business Park Maintenance Services 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

an individual(s)/partnership firm/company/HUF (hereinafter referred to as the "**Flat 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 Flat Buyer/User are hereinafter collectively referred to as the "**Parties**" and individually as "**Party**".

WHEREAS:

- A. The Flat Buyer/User has executed the Flat Buyer's Agreement dated _____ ("**Flat Buyer's Agreement**") with _____, son _____ of, residing at _____ ("**Seller**") and **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 ("**Developer**") in terms of which the Flat Buyer/User has agreed to purchase Flat No. H-904 at floor no. 9 in Tower having a super area of _____ Sq. ft., (_____ sq. mtr.) along with ___ car parking (hereinafter referred to as the "**Flat**") at residential group housing colony at _____ known as '_____' (hereinafter referred to as "**Group Housing Colony**" or "**GHC**"), on the terms and conditions set out in the said Flat Buyer's Agreement;
- B. The Flat Buyer's Agreement, executed by the Flat Buyer/User, contained a stipulation for the provision of Maintenance Services (*hereinafter defined*) by the Developer or its nominated maintenance agency and payment of maintenance charges by the Flat Buyer/User to the Developer or its nominated maintenance agency.
- C. The Developer, in exercise of its nomination rights under the Flat Buyer's Agreement, has nominated/appointed BPMS as its maintenance agency (hereinafter referred to as the "**Maintenance Agency**") for upkeep and maintenance of essential services in GHC such as general maintenance, cleanliness and upkeep of the common areas comprising of staircases, lifts lobbies, corridors, passages, water supply, standby generators, water tank/pumps, fire-fighting equipment, power backup, security services, parks, landscapes, trees etc., and other amenities and services of GHC such as general watch & ward of the colony, convenience services and street lights.

D. BPMS has agreed to provide Maintenance Services, as defined below, on the assurance that the Flat 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 monthly/quarterly/such other duration, as the Maintenance Agency deems fit, and/or pre-paid basis in advance 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 Flat Buyer/User has agreed to deposit and keep deposited with BPMS/ Maintenance Agency an interest free maintenance security ("**IFMS**") at the rate of **Rs. _____** per sq. ft. per Flat to be calculated as per the super area of the Flat 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.

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 the GHC (hereinafter referred to as the "**Maintenance Services**").

1.2. BPMS shall provide Maintenance Services, until the same are handed over by BPMS to the association of flat owners (hereinafter referred to as "**Association**") duly formed in compliance with the provisions of Haryana Apartment Ownership Act, 1983 and rules framed thereunder and any amendments thereto.

1.3. The Parties hereby agree that present Agreement shall continue and remain in force until the Association, validly constituted as per the provisions of Haryana Apartment Ownership Act, 1983, formally takes over the administration of the said GHC from the Developer/Maintenance Agency. It is agreed and acknowledged by the Parties that upon Developer formally handing over the administration of the said GHC to the Association, the relationship inter-se between the Association and Developer/ BPMS / Maintenance Agency shall be governed as prescribed by law and in accordance with their mutual understanding.

1.4. The billing cycle for the Maintenance Services shall start from the expiry of the period mentioned in offer of possession letter or actual possession, 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 Flat Buyer/User has failed to take possession of the said Flat within the date specified in the offer of possession letter, the Flat Buyer/User shall be deemed to have taken possession as on the date specified in the offer of possession letter and he/she/it shall be liable to pay Maintenance Charges w.e.f. the Commencement Date.

1.5. Subject to the terms and conditions of this Agreement, the Maintenance Services will be provided during usual office hours or as may be announced by BPMS from time to time.

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 the present Agreement, the Maintenance Agency agrees to provide Maintenance Services in GHC, 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, lifts (if provided), lighting of passage / staircases, fire-fighting

systems/equipments, power back-up through DG sets, electric sub-station connected with the supply of electrical energy to all Flat Buyer/User's of the said GHC and other electrical & mechanical equipments/systems and common facilities inside GHC. 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. Operation & Maintenance Services located within the GHC: These shall comprise of operation and maintenance of electric sub-station, pump(s), fire fighting room(s), transformer(s), DG set(s), water tank(s) and other services in the said GHC.
- 2.2.3. Open Area Maintenance Services: These relate to operation and maintenance of open spaces within the boundary wall of GHC, such as, general maintenance of compound wall, landscaping, electrification of the plot, water supply, sewerage, roads, paths and other services.
- 2.2.4. Operation and maintenance of all elevators, installed, and making the same available for use of the Flat Buyer/User, except to the extent of interruption caused due to mechanical/equipment defect or electrical failure or for reasons beyond the control of BPMS.
- 2.2.5. Operation and maintenance of car parking space in the said GHC.
- 2.2.6. Security services for common areas in the said GHC. The security services shall comprise of general watch and ward of the GHC. For this purpose, the Maintenance Agency through its security provider agency will be free to regulate entry into the GHC. The security of the GHC doesn't include the men, material, belongings etc. within the Flat which shall solely be the responsibility of the Flat Buyer / User.
- 2.2.7. Garbage collection and waste management facilities within the said GHC from a designated point, as ascertained by BPMS or it's nominated agency.
- 2.2.8. Insurance of entire structure(s) and common plants & equipment in GHC: The insurance of the shell structure of the Flat and plant and machinery is the responsibility of the Flat Buyer/User. However, for convenience of the Flat Buyer/User, BPMS shall take out an insurance policy for the complete GHC including the shell structure of the said Flat 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 Flat Buyer/User on its/their behalf. The Flat 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 Flat 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 area of the Flat shall be recoverable from the Flat Buyer/User.

Insurance of interiors of the said Flat or any articles kept or stored therein shall at all times remain the responsibility of the Flat 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.

- 2.2.9. Attending to all day to day maintenance related repairs of common areas in said GHC, provided that the same is not necessitated due to any negligence or action or omission on the part of the Flat Buyer/User. However, if the damage as aforesaid is caused due to any negligence or action or omission on the part of the Flat Buyer/User, the Flat 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 Flat 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 only and shall not include any work whatsoever inside the said Flat of the Flat Buyer/User. It is clarified that main doors, windows of the Flat are excluded from the common areas.

3. Maintenance Charges and Computation thereof.

- 3.1. The Flat Buyer/User shall always bear the costs of Maintenance Services, and the same shall be payable by the Flat 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, 2.2.8 and 2.2.9 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, generators, lifts etc. in the said GHC.
- 3.2.3. Cost of electricity and water for all maintenance services including the lift, lobbies, parking area and external common areas etc. and any transmission and distribution losses for supply of electricity and water to Flat.
- 3.2.4. Cost of maintenance of car parking space within the GHC.
- 3.2.5. Cost of consumables for all services in common areas, and equipment pertaining to provision of common services and facilities, including cost of diesel and lubricants for DG sets.
- 3.2.6. 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).
- 3.2.7. All day to day repairs in common areas.
- 3.2.8. Other necessary/ancillary expenses and charges including insurance as mentioned in Clause 2.2.8 above, incidental to the preservation and maintenance of the property and for adequate provision of common services and facilities in GHC.
- 3.2.9. Annual maintenance contracts with third party service providers.
- 3.2.10. Supervision and management costs for providing the Maintenance Services.
- 3.2.11. All overhead expenses incurred by BPMS for provision of Maintenance Services in GHC, 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.
- 3.2.12. Any other additional service which BPMS may provide for overall maintenance of the GHC.
- 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 maintaining captive DG set(s), common area lighting/watering etc. In the event of there being common meters for common services, the Flat Buyer/User shall pay to BPMS the proportionate cost calculated on the basis of super area of the Flat.

- 3.4. BPMS shall recover charges for the consumption of electrical energy (government supply) inside the respective Flats of the Flat Buyer/User based on the number of units consumed, as indicated by the meter(s) installed in the said Flat 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 Flat 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.
- 3.5. However, in case of supply of electricity generated through DG sets, the rates charged shall be computed on the basis of actual operating / maintenance costs (including fuel, consumables, spares, labour costs etc.) incurred plus charges on account of handling / transmission and distribution losses. The rate of charges for supply of electricity generated by DG sets is presently estimated at Rs. ____/- per unit which shall be revised from time to time as per this clause.
- 3.6. BPMS shall bill and recover charges for the consumption of water (government supply, as and when available) inside the respective Flats of the Flat Buyer/User based on the number of units consumed, as indicated by the meter(s), installed for the said Flat at rate per unit consumed or on an pro-rata share of water consumed for the GHC less water used for common services, according to super area of Flat, 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 Flat and GHC, 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 Flat Buyers/Users irrespective of their possession, occupation or usage of the said Flat.
- 3.7. Upon the commencement of this Agreement, BPMS shall bill and recover Maintenance Charges, as provided in Clause 4 hereunder, at the rate of Rs. 3/- per sq. ft. per month of super 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 Flat 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 like service tax or VAT or GST and such taxes, duties and levies shall be borne and payable by the Flat 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:
- (A) Costs of entire Maintenance Services provided by BPMS shall be divided by the total occupied super area of the GHC to arrive at the maintenance charges per sq. ft. per month which shall be multiplied by the super area of the said Flat and 20% markup added to this amount to arrive at the total maintenance charges to be paid by the individual Flat Buyer/User.

In addition, there will be added:

(B) Cost of maintenance service(s) exclusively rendered to a Flat Buyer/User to be borne by such Flat Buyer/User, if any.

$$\text{Maintenance Charges per sq. ft.} = \frac{(A) \times \text{Super Area of Flat} \times 1.2 + (B) + \text{applicable taxes}}{\text{Total occupied Super Area of GHC}}$$

The Parties acknowledge that the aforesaid methodology of determining the amounts payable by the Flat 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 Flat Buyer/ User, a cost certificate, duly certified by a Chartered Accountant, of the actual expenditure incurred for the provision of Maintenance Services in GHC, which would form the basis of the estimates for advance billing in 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 Flat Buyer/User during the year, the differential amount thereof, shall be recovered from the said Flat Buyer/ User through one or more bills raised for the purpose in the subsequent financial year.

4. **Billing & Payment**

4.1. *Prepaid Metering System*

- 4.1.1. *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 Flat Buyer/User, shall be billed and payable by such Flat Buyer/User alone.
- 4.1.2. *Prepaid Billing for Electricity consumption (supply through distribution licensees and/or DG sets):* The electricity consumption inside the Flat (supplied through distribution licensees or DG sets) shall be billed and recovered on the basis of actual/current consumption through prepaid metering system.
- 4.1.3. In the prepaid metering system, charges towards Maintenance Services, supply of electricity through distribution licensees and/ or DG sets (on the basis of actual/current consumption) and provision of services specifically provided to the Flat Buyer/User etc., shall be automatically deducted on daily basis.
- 4.1.4. The Flat Buyer/User undertakes to always maintain sufficient balance in the maintenance, electricity and power back-up meter account through coupon recharges of appropriate denominations. In case the balance of the respective prepaid meters towards the Maintenance Services/ electricity or power back-up is not sufficient or becomes NIL, BPMS shall have the right to withdraw/disconnect/discontinue the respective Maintenance Services, electricity or power back-up, as the case may be, to the Flat until the time such amount is paid by the Flat 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 Flat, grant some grace value in negative for certain period (not to be exercised by Flat 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. In addition to the prepaid metering system and/ or in lieu of the same, BPMS may also raise bill for Maintenance Charges and towards water consumption inside the Flat, in advance, for every month or for such other duration as it may deem fit. However, supply of electricity consumption (through distribution licensees and/ or DG sets) inside the Flat shall be billed monthly or for such other duration in the beginning of the current month (for consumption in the previous month/s). The charges for any exclusive maintenance services, as may be specifically required and provided to the Flat Buyer/User, shall be billed and payable by such Flat Buyer/User alone. The Flat Buyer/User hereby undertakes to pay the bills so raised by BPMS on or before the due date(s) as mentioned in the bills.
- 4.3. The Flat 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 Flat Buyer/User at the time of execution of this Agreement. The Flat 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 Flat 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 Flat 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 Flat Buyer/User. In the event of default in payment by the Flat 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 Flat Buyer/User from any other monies or security of the Flat 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 Flat Buyer/User for availing the facilities and maintenance services provided by BPMS.
- 4.5. The Flat Buyer/User shall not raise any objection to the maintenance bill on any ground whatsoever, including any such objection that the Flat Buyer/User is not availing any of the services provided by BPMS including services of operations and maintenance of lifts. 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 Flat 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 Flat Buyer / User agrees that BPMS shall charge interest for the period of delay in payment of electricity bills as provided in HERC/DHBVN schedule.
- 4.7. In case of failure of the Flat Buyer/User to pay the maintenance bill or other charges on or before the due date, the Flat 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. 50/- per sq. ft. (Rupees Fifty only), then the Flat 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, reserve the right to increase IFMS from time to time in proportion to the increase in the cost of Maintenance Services and the Flat 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.

- 4.8. The Flat 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 Flat.
- 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 Flat 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 Flat Buyer / User shares the unique transaction number / details of online payment at customercarebpms@bptp.com or to such other correspondence address, as may be communicated by BPMS for the said purposes.
- 4.10. The Flat Buyer/User hereby acknowledges, agrees and confirms that all the payment(s) made by the Flat Buyer/User shall firstly be adjusted towards the overdue interest dues/levies/fines/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 Flat 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 bill:* The Flat 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 Flat 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 Flat. 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 Flat 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 Flat 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 Flat and the provision of Maintenance Services to the Flat 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 Flat 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 Flat Buyer/User. The bill shall be treated as a Notice for disconnection in the event of non-payment by the Flat 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 Flat 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 Flat Buyer/User.

- 4.14. The Flat 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 Flat/GHC in view of the release of bulk electric supply to the said building 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 the said GHC. It is hereby agreed and understood by the Flat Buyer/User that he/she/it shall pay for the usage of Club facilities as per the extant policy of BPMS. Further, for avoidance of any doubt it is clarified that all the payments made towards the usage of club facilities by the Flat 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 Flat 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 Flat.
- 6.2. It is incumbent upon the Flat 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 Flat Buyer / User in this regard. This pass will entitle the Flat Buyer / User's personnel to access the complex and the Flat Buyer / User's Unit for interior works till the period specified in the temporary pass.
- 6.3. It is made clear to Flat 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 in the complex is not permitted. The Flat Buyer/ User hereby acknowledges and agrees that material / labour movement will be allowed only through fire stair case. The Flat Buyer/ User needs to ensure that labour / contractor do not travel / move material through lobby stairs & ensure they don't use lifts for such purposes. In case of any deviation, the concerned labour will not be allowed entry into complex / tower/ Flat.
- 6.4. Further, the Flat Buyer/User shall ensure that materials shall be kept inside the Flat and no work to be performed in the common area in the GHC. Further, the Flat Buyer/User acknowledges and agrees that the welding work is disallowed inside the Unit; the vendor has to complete the work outside the premises. Flat Buyer/ User has to ensure that there is no overloading of circuit, which can damage one's own Flat or tower panel wirings.
- 6.5. The labour / contractor shall be frisked at the complex entry and / or tower entry. The labour /contractor shall not be allowed to carry tobacco products inside the tower. In case they are found chewing tobacco / tobacco stains found inside / around the said Flat, the Flat 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 Flat Buyer/ User further agrees that its interior works shall not cause any damage to existing systems installed by the Developer or BPMS and Flat Buyer / User shall obtain prior written permission from the Developer / BPMS for carrying out such interior works.
- 6.7. The Flat Buyer/ User shall ensure that the interior air conditioning, electric systems, plumbing, fire-fighting systems and other structural / finishing work done internally within the said Flat does not cause any fire, electrical, structural, pollution, health hazard to other flat buyers' / users' of the building / said GHC or to the building / said GHC.
- 6.8. The Flat Buyer/ User undertakes not to cause any damage to building / aforesaid GHC while completing the interior work of the said Flat and in the event any such damage is caused, Flat 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 Flat 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 Flat Buyer/User acknowledges and agrees that BPMS's role and responsibility for the supply of electrical energy / water to the Flat Buyer/User shall be limited to receiving the supply of electrical energy / water from concerned authorities and to distribute the same onwards to Flat 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 Flat Buyer/User acknowledges and agrees that BPMS 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 Flat Buyer/User or due to electrical devices or equipment installed in the said Flat. The hazards aforesaid shall not impose any kind of legal or financial liability on BPMS and the Flat Buyer/User agrees to keep BPMS indemnified and harmless against any loss or damage that may be caused to it or the said GHC or its installations, fittings, equipments, plants, etc. The Flat Buyer/User shall ensure that electrical systems or any other work done internally within the said Flat or externally, shall not pose any fire, electrical, structural, pollution and health hazard, for which the Flat 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 Flat 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 Flat Buyer/User undertakes that he/ she / they will keep his / her / their Flat(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 Flat Buyers/Users. In the event of default in timely payment of IFMS and Maintenance Charges by the Flat 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 Flat Buyers/Users.

8. General Compliances

- 8.1. The Flat Buyer/User shall maintain all areas within the Flat including the balconies / munties etc., at its own cost, in a good condition and shall not do or suffer to be done anything in or to the Flat, or to any portion of GHC, 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 GHC or change or alter or make additions to the Flat and keep the building in which the Flat is located, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable 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 Flat Buyer / User shall not raise any construction, temporary or permanent, in or upon the Flat nor shall make any deletion, alteration or addition or sub-divide or amalgamate the said Flat. The Flat Buyer / User shall not cover the balcony/ terrace of the Flat by any structure, whether permanent or temporary nor shall be permitted to raise any grills/railings in the said Flat or its elevation or its outer facade. Any such breach shall be treated as default and the Flat Buyer / User hereby acknowledges, agrees and confirms that such unauthorized structure or deletion or change in the Flat shall be removed/restored/rectified by BPMS at his/her/its own risks, costs and expenses.
- 8.3. The Flat Buyer/User further undertakes, assures and guarantees that the Flat 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 GHC in general.
- 8.4. The Flat 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 carry out any change in the exterior elevation or design, of the Flat or the building.
- 8.5. Further, the Flat 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 Flat Buyer/User shall also not remove any wall, including the outer and load bearing wall of the Flat.
- 8.7. The Flat Buyer/User shall plan and distribute the Flat Buyer/User's electrical load in conformity with the electrical systems installed.
- 8.8. The Flat Buyer further agrees and undertakes to carry out all repairs of internal installations of the Flat such as water, light, gas, power, sewage, telephones, air-conditioners, sanitary installations, doors, windows, lamps and all accessories belonging to the Flat 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 Flat Buyer/User. The Flat 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 Flat 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 Flat 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 Flat is unoccupied, the Flat Buyer shall extend required support to provide access to BPMS and its personnel/agents to carry out required checks as deemed necessary.

- 8.10. The Flat 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 Flat Buyer/User) and after 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 pre-requisite 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 the GHC 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. Flat 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 Flat 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 Flat, shall equally be applicable and enforceable against all Flat Buyer/ User/ their employees/ tenants and/or subsequent purchasers/ dwellers of the said Flat, as the said obligations go along with the said Flat for all intents and purposes. The Flat Buyer/User shall be required to intimate BPMS about any letting out / sale etc., of the Flat. 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 Flat Buyer/User that in the event the Flat Buyer/User sells or transfers or parts with the possession of the Flat including tenancy during the subsistence of this Agreement then the Flat 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 Flat 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 the 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 Flat Buyer/ User shall keep the nominated agency informed, by prior notice in writing of atleast 15 days, at customercarebpms@bptp.com, in case he / she / they wish(es) to lease out the said Flat at any time in future to any intending lessee and shall, before leasing the said Flat, 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 Flat Buyer undertakes the responsibility to complete the tenant, domestic help and driver(s) verification process (using the Police Verification format) and record the details with the police and complete other formalities as detailed in the **Annexure B** hereof. The Parties herein agree that in the event the

Flat is leased out by the Flat Buyer/User, then it shall be incumbent upon the Flat 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 Flat Buyer/User that the responsibility, for the payment of Maintenance Charges and other charges as envisaged in this Agreement, shall always be that of the Flat 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 the Flat Buyer/User under this Agreement. The liability for payment of Maintenance Charges in such cases shall be joint and several, exercisable at the sole option of BPMS.

- 8.16. Air conditioners / coolers etc., shall be installed by the Flat Buyer / User at places earmarked or approved by the Developer or BPMS and nowhere else.
- 8.17. The Flat Buyer/ User agrees to make sure that all guests, visitors etc. of the Flat Buyer / User will enter into the building / aforesaid GHC only after making entry in the visitor / guest register and deposit the visitor slip duly signed by the Flat Buyer/ User, at the time of exit to the security guard and agree to follow the set process in all aspects to manage the visitors entry inside the GHC.
- 8.18. The Flat Buyer / User agrees to not fasten / tie the pets outside the Flat and shall not allow the pets to cause inconvenience / nuisance to the other owner(s) / occupants / members of the said GHC. The pet management policy details shall be circulated by BPMS from time to time.
- 8.19. The Flat Buyer / User agrees to not install any equipment(s) / gadget(s) which will have any adverse effect on the permitted electricity load.
- 8.20. The Flat Buyer / User agrees to not make any alterations in the electrical or sanitary / plumbing infrastructure provided in the Flat by the Developer without prior written permission from the Developer. Any damage/impact caused thereby in the Flat or to other co-occupant's flat will have to be borne by the Flat Buyer/ User. Further, the Flat Buyer / User agrees to keep the plumbing valves closed at all times when they are away from the Flat for more than 24 hours.
- 8.21. The Flat Buyer/User shall bear the cost of all damages /breakage caused by its staff/its agents/its visitors to the building/structures/equipment/antennae/V-SAT/RF/fabric of GHC and shall forthwith reimburse all costs in connection with the replacement/rectification, on account of the above to BPMS as and when demanded.
- 8.22. The Flat 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 GHC/Flat or to the provision of Maintenance Services or be in violation of any local laws, rules and regulations.
- 8.23. Notwithstanding the receipt of permission/no objection from any statutory or law enforcing authority, the Flat Buyer/User must seek the prior permission of BPMS or its nominated maintenance agency for hosting any social function, show, event etc., within GHC 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 Flat Buyer/User.
- 8.24. 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 Flat Buyer/User/ tenants/ purchasers within GHC, which shall be adhered to strictly by the Flat Buyer/User.
- 8.25. The Flat Buyer / User hereby acknowledges and agrees that parking of the vehicles within GHC is at the Flat Buyer's / User's own risk and responsibility. Further, BPMS shall not be made

responsible/liable for any untoward incident/damages including but not limited to any scratch/damage caused to vehicles parked within GHC.

9. The Flat Buyer/User represents and warrants that it shall always abide by the terms and conditions contained in the Flat 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 Flat. This Agreement is in consonance and not in derogation to the Flat 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 Flat 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 Flat 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. Notice: 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 FLAT BUYER/USER: Name:

Address:

The Flat 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 C hereof.

16. **Assignment:** 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 Flat 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 Gurgaon alone shall have exclusive jurisdiction in all matters arising out of and/or in connection with this Agreement.
19. **Counterparts:** 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
FIRST PARTY**

(_____)
**FLAT BUYER/USER
SECOND PARTY**

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 Flat No H-904, 9 Floor, Tower , _____, _____, Gurgaon ("**Unit**"), I hereby undertake to abide by the rules and regulations of BPMS/Developer, 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/Developer 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/Developer of breach/violation of this Undertaking, within 15 days from the notice of such determination, failing which I authorize BPMS/Developer to enter the said Unit or any part thereof and expel me therefrom, without prejudice to any remedies that BPMS/ Developer 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 / 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

TENANT PROFILING CHECKLIST

1. SERVICE

- a. Police verification form as per format prescribed by state police department
- b. Self-attested copy of permanent address proof
- c. Employer HR letter / credential confirmation OR Organization ID card copy
- d. Self-attested copy of the registration certificate of the vehicle being brought into the complex

2. PROFESSIONALS / SELF-EMPLOYED / BUSINESS / RETIRED

- a. Police verification form as per format prescribed by state police department
- b. Self-attested copy of permanent address proof
- c. Self-attested copy of identity proof
- d. Self-attested copy of the registration certificate of the vehicle being brought into the complex

3. STUDENTS

- a. Police verification form as per format prescribed by state police department
- b. Self-attested copy of permanent resident proof
- c. Self-attested copy of I-card of university / college
- d. Self-attested copy of the registration certificate of the vehicle being brought into the complex

4. FOREIGN NATIONALS

- a. Police verification form as per format prescribed by state police department
- b. Self-attested copy of his / her passport
- c. Self-attested copy of visa
- d. Employer HR letter / credential confirmation OR Organization ID card copy
- e. Self-attested copy of the registration certificate of the vehicle being brought into the complex

List of Documents (Please provide a self-attested copy of the documents)

Identity Proof documents (*either of them*): PAN Card / Passport copy / Driving License / Voter ID card / Ration Card / Passport / Aadhar Card / Bank Pass book (with photo)

Address Proof documents (*either of them*): Electricity bill copy / Ration Card / Aadhar Card / Voter ID card / Passport copy / Driving License / Bank Pass book (with photo) / Postpaid mobile bills / Recognized cooking gas connection bill copy.