

# 2013

NATIONAL BUILDINGS  
CONSTRUCTION  
CORPORATION LIMITED

REAL ESTATE DIVISON

## [MAINTENANCE AGREEMENT- KIDWAI SQUARE, OPP. AIIMS]

TERMS & CONDITIONS

## **Standard Maintenance Agreement**

### **MAINTENANCE AGREEMENT**

This Agreement is made on this \_\_\_\_\_ the day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ acting through Sh. \_\_\_\_\_ s/o Sh. \_\_\_\_\_ R/o \_\_\_\_\_ (hereinafter referred to as the "Lessee", which expression unless repugnant to the meaning thereof, shall be deemed to include its heirs, successors and permitted assigns) of the FIRST Part.

AND

M/s **National Buildings Construction Corporation Limited**, a company incorporated under the Companies Act, 1956, having its registered office at NBCC Bhawan, Lodhi Road, New Delhi - 110 003, acting through Sh. \_\_\_\_\_ its \_\_\_\_\_, (hereinafter referred to as "NBCC" or the "Maintenance Agency" or the "Implementing Agency", which expression, unless repugnant to the meaning thereof, shall be deemed to include its successors in business and permitted assigns) of the SECOND Part.

**AND WHEREAS**, vide Agreement to Sell dated \_\_\_\_\_, NBCC on behalf of MoUD, has agreed to lease sale (for a period of \_\_\_\_ Years \_\_\_\_ Months \_\_\_\_ Days) a space measuring \_\_\_\_\_ sq. ft. of saleable super area Bearing No. \_\_\_\_\_ situated on \_\_\_\_\_ Floor in Office Complex, at Kidwai Nagar (East), Ring Road, opposite AIIMS, New Delhi, (hereinafter referred to as the "Said Premises") to \_\_\_\_\_ the \_\_\_\_\_ Lessee \_\_\_\_\_ i.e. \_\_\_\_\_

**AND WHEREAS**, NBCC is the nodal agency for maintenance of the Complex including common areas & common services.

**AND WHEREAS**, NBCC either by itself or through Associates, is responsible to maintain the entire complex (common areas/services). All allottees shall have to sign this standard maintenance agreement with NBCC before taking over possession of the space. The clauses of the Maintenance Agreement shall not be altered at the request of any buyer.

AND WHEREAS, the Lessee of Office Spaces has undertaken to pay the maintenance charges plus service tax in advance for every one year to the maintenance agency i.e. NBCC or any other agency nominated by NBCC .

**NOW THIS MAINTENANCE AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**A) MAINTENANCE SERVICES FOR OFFICE SPACE**

1. The Maintenance Agency shall ensure the operation of all elevators, and power backup for the specified duration except to the extent of interruption caused by electrical or mechanical defect/failure or for reasons beyond its control.
2. In the event of a mechanical defect or electrical failure, the Maintenance Agency shall make all reasonable efforts to rectify the same at the earliest possible time, however, no deduction in Maintenance charges shall be carried out.
3. NBCC shall be responsible for the maintenance and upkeep of the said premises subject to the conditions contained herein. The common facilities and services to be maintained by the Maintenance Agency are as described herein below;
  - i) In case of failure of regular power, Power back up facility in all common areas between 9.00 AM to 6.00 PM (9 Hrs).
  - ii) Security of common areas including common facilities.
  - iii) Cleaning of common areas.
  - iv) Running and operation of common area lighting.
  - v) Running and operation of fire fighting system installed in the complex.
  - vi) Running and operation of lifts.
  - vii) Running and operation of DG sets (as per above timings).
  - viii) Running and operation of common solar water heaters & common area solar lights if provided in the complex.
  - ix) Essential consumables in common toilets provided on Ground floor and elsewhere.
  - x) Running and operation of sewage treatment plant etc.
  - xi) Maintenance of storm water drains, channels & rain water harvesting systems.

- xii) Fuel & Power consumed in running operation of DG, lifts, fire fighting, common area lighting, STP etc.
- xiii) Replacement of damaged parts of the common services such as DG, Fire fighting equipments, pumps, substation etc.
- xiv) Insurance premium for equipment only.
- xv) Running & operation of water supply system.
- xvi) Maintenance of common open areas within the boundary walls of the Complex such as maintenance of compound wall, landscaping, electrification, water supply, tube well, sewerage, roads & paths and other services within the boundary.
- xvii) Periodic cleaning of external facades.
- xviii) Periodic repairs of common areas, external facade including painting etc.

Note: Above services shall be provided on working days and for the specified period of the day only, as described hereinabove.

4. The jobs pertaining to internal maintenance of the Lessee's locable premises unless specified otherwise are not covered in the scope of this Agreement and the space buyers/occupants shall maintain the same at their own cost.
5. NBCC may engage one or more agencies for getting the various maintenance jobs/ activities done or may engage one agency for all the activities etc. at its discretion.
6. In case any allottee(s) does/do not wish to avail certain common maintenance services then no rebate in maintenance charges shall be given to such allottee(s).

If any allottee/ occupant/Lessee is desirous to avail some or all the maintenance services over and above the specified period or on holidays then the such maintenance services may be provided subject to feasibility & against 24 hrs advance request alongwith advance payment towards the cost of providing such services/facilities as worked out by NBCC.

The facilities shall be provided subject to additional payment based on the cost of inputs, depreciation involved including agency charges @20% and to be

charged on an hourly basis or as decided by NBCC. The maintenance services will remain closed on Sundays, National Holidays and Gazetted Holidays as per notification by Govt. of India or as per holiday list declared by NBCC.

The Lessee shall pay the maintenance charges to NBCC or the Maintenance Agency or to the Association of Occupants, as the case may be, at flat rate of **Rs 20.00 per sq. ft.** on the allotted saleable super area of \_\_\_\_\_ Sft, per month **for two years in advance.** The maintenance charges shall be enhanced minimum by 20% after completing every three years on the last rate. The Maintenance charges shall be payable in advance for 1st year, thereafter, the maintenance charges shall be payable in advance on quarterly basis. The Applicable Service Tax is payable extra along with the advance payment by the space buyers.

NBCC / Maintenance agency shall claim additional fuel (electricity + diesel etc.) charges, if the fuel charges get increased by more than 100% from the initial charges/ rates at start of maintenance and these charges shall be over & above 100% increase in rates only.

7. The Lessee shall also pay additionally, all charges related to electricity consumed by the Lessee for its lockable premises (including power supplied from DG Set) to NBCC or to the local Electric supply authority, as per directions of NBCC. In case of single metering system for the complex, the electricity shall be provided to the premises of the Lessee through sub-meters and the consumption charges of electric units supplied by local electricity supplying authority/company shall be payable & the allottees/occupants/Lessees shall be liable to pay the demanded sum within the specified period. The rate applicable for consumption of power from DG sets shall be formulated every six months & the rates can be revised with retrospective effect based on the increase in the cost of input materials.
8. The Lessee shall also pay proportionate share of water consumption charges as may be billed by local concerned authority or NBCC from the Effective Date. Effective Date shall be the date of issuance of offer for handing over of the possession of the built up space to the Lessee.
9. In case of major breakdown in DG sets/lifts/fire fighting/pumps/STP etc. due to acts of God or Terrorist activity or natural calamity or fire or in case the equipment has lived its life etc. the cost of repairs / replacement of damaged equipment shall have to be proportionately borne by all the allottees of the building over and above the regular maintenance charges.
10. The Lessee of office space shall pay the maintenance charges, electricity charges promptly and not later than 15 days of raising bills by NBCC or as may be specified in the bills, failure on the part of the allottee/occupant to clear Maintenance Dues & other charges shall empower NBCC or the Maintenance Agency to withdraw maintenance services including disconnection of electricity connection by serving a written notice of seven days to the Lessee. The occupants/Lessees shall pay interest @15% P.A. for the period, the payments

are delayed. The interest on delayed payments is payable even if the services are disconnected for non payment of dues. The Lessee will also pay the maintenance charges for the period maintenance services were withdrawn for non payment of dues.

11. The Lessee shall pay the maintenance charges and other bills in full and no part payment of any amount shall be accepted under normal circumstances.
12. All payments shall be made through crossed cheques or demand draft, drawn in favour of the Maintenance Agency, "National Buildings Construction Corporation Ltd.". Such cheques/ demand draft shall be payable at New Delhi and shall be subject to realization or as may be directed by Maintenance Agency.
13. The maintenance of the complex does not include any Insurance of the building or its occupants or furniture/fixtures installed by the occupants/Lesseees in their lockable premises. Therefore, Maintenance Agency shall not be responsible or liable in any way for any fire, electrical failure, pollution, structural and/or any other hazard originating from the said premises which may arise due to any lapse, default, negligence or omission of the Lessee and the Lessee undertakes to keep the maintenance Agency fully indemnified and keep them harmless against any loss or damage that may be caused to them or the said Complex or its installations, fittings equipments, plants etc. on account of the foregoing. The Lessee shall ensure that electrical systems and/or any other work or thing done internally within said premises or externally shall not pose any risk of fire, electrical, structural, pollution and/or health hazard and the Lessee shall be solely responsible for all the legal and financial consequences arising there from.
14. The Lessee shall bear the cost of all damages/breakage caused by its staff/agents/visitors to the said premises and shall forthwith reimburse all costs to the Maintenance Agency, in connection with replacement/rectification on account of the above.
15. The Maintenance Agency or its representatives shall be entitled to enter the said premises, at any time in the regular office hours, or with the express permission of the occupant/Lessee, at such other times as may be necessary, for carrying out repairs, maintenance, alterations, inspection, disconnection of services etc.
16. The Lessee shall not be allowed to encroach upon any common area or make any structural changes to the said premises.

17. All costs, charges and expenses payable or in respect of this Agreement and any other instrument/deed to be executed pursuant to this Agreement shall be borne by the Lessee.
18. The Maintenance Agency may not be able to provide maintenance & operation services due to any Force Majeure conditions or reasons beyond the control of the Maintenance Agency. The Force Majeure conditions shall inter-alia include governmental action or inaction, wars, rebellions, riots, strikes, lockouts, floods, earth quakes, failure of the installations/fittings (due to what so ever reasons) etc. The Maintenance Agency shall not be responsible if the Maintenance Services are suspended or get suspended during such periods of Force Majeure and shall not be held liable for any damages; harm or damage caused or occurred during the existence or due to the Force Majeure conditions.
19. If any term or condition of this Agreement is found void or unenforceable in law, such provision shall be deemed to be struck off to the extent necessary for compliance with the applicable laws and the remaining terms and conditions shall continue to be valid and binding on the parties herein.
20. No common services shall be available for carrying out interiors by the allottees. After handing over of physical possession the maintenance charges shall be applicable to all the Allottees including those, who may not be using the space.
21. This Agreement shall come under the exclusive jurisdiction of the Courts in Delhi.

## **B) MAINTENANCE SERVICES FOR RESIDENCE**

### **1. MAINTENANCE SERVICES AND THEIR SCOPE:**

Subject to the terms and conditions of this Agreement and the Users compliance of the terms of the Apartment Buyers Agreement/conveyance deed executed by the Company of the said Apartment and payment of the Maintenance Charges, the Maintenance Agency shall ensure provision of the Maintenance Services in accordance with this Apartment during the terms of this Agreement.

#### **A. For the said Complex/said Building**

- i) Maintenance of the Common Areas and Facilities.

- ii) Maintenance of open spaces compound wall, landscaping, roads, paths and such other spaces within the boundary wall of the said complex including maintenance of equipment for providing said complex.
- iii) Operation and Maintenance of electrification and ancillaries installed within the said complex/said building under bulk electric supply scheme, power back up and sub station connected with supply of electrical energy and equipments installed in the said building/said complex for filtration, water supply, sewerage, sewerage treatment plant, water treatment plant in the said complex.
- iv) Security services for the said Building/said Complex.
- v) Insurance of the said Complex/said Building including any structure, common equipments installed in the said building/said complex (but excluding fittings/ fixtures with in the apartment).
- vi) Repairing renewing or replacing any component, structure etc falling within the Common Areas and Facilities, as the Maintenance Agency may deem fit.
- vii) Provide such other maintenance services as the Maintenance Agency may deem fit with regard to the maintenance of the said complex/said building.
- viii) Maintenance of Common facilities, sub-station, pump room etc.

**B. For the Car parking areas:**

- i) Maintenance of the car parking spaces in the basement/podium(s) or in any other part of the said building/said complex.
- ii) Other services, including but not limited to, maintenance of reserved covered/ open/semi covered car parking spaces allotted for exclusive use of the user, driveways, electrification, security services etc and other services, as the Maintenance Agency may deem fit, with regard to the car parking in the basement/podium(s).



### **C. Maintenance Charges**

The allottee shall pay one time maintenance charges for the scope of work to NBCC @ Rs. 2000/- per sft of leasable super area of the apartments allotted plus applicable service tax & other tax on saleable area of apartments. There maintenance charges shall be for a period of 30 years only. The allottees shall have to pay the consumption charges of electricity & Water separately. The consumption charges of electricity & water for common areas/ services/ amenities shall be included in the one time charges as described above.

### **D. UTILITIES - BILLS**

1. The Maintenance Agency shall bill, monthly, for the consumption of electrical energy inside the said Apartment based on number of units consumed as indicated by the meter(s) installed in the said Apartment at pre-determined rates (which for want of a more suitable standard/rate shall correspond) to the rates charged by Electricity Supply Company to its direct consumers) falling in the schedule of tariff as applicable from time to time to the said Apartment. The bill shall also include meter hire charges and a minimum demand charge if the consumption falls below the minimum demand.
  - (i) In case any changes are levied by electric supply company and or water supply company with retrospective effect, the same shall be payable by the allottees accordingly.
  - (ii) The bills shall be raised by NBCC on prorata to the area allotted and or as per meter readings as the case may be.
2. User shall be liable to pay interest @ 15% P.A. on the unpaid amount for the period of delay in payment after the due date. If the User defaults in making the shortfall within the further period of fifteen (15) days, the Maintenance Agency shall have the right to withhold/discontinue the Maintenance Services/utilities for the same payment, at any time, without any further notice.
3. Without prejudice to the right to the Maintenance Agency to recover the Maintenance Charges/utilities bills in the aforesaid manner and to charge interest for the period of delay, the

unpaid bill shall be deemed to be a notice to the User to the effect that if the amounts stated in the bill is not paid by the due date, the Maintenance Agency shall have the right to discontinue the provision of Maintenance Services/utilities/to run and operate the equipments of utilities to the User till the date of payment of the unpaid amount alongwith interest.

4. Notwithstanding any clause of this Agreement, the liability of the Maintenance Agency to provide Maintenance Services is conditional on the Maintenance Agency getting the Maintenance Charges utilities bills within the stipulated time from all the users and in the event there is a default by the apartment owners to pay the Maintenance Charges/utility bills the Maintenance Agency shall not be obliged to provide any Maintenance Services and/or run or operate the utilities equipments to any of the apartment owners till the date the unpaid amounts are received, irrespective of the Maintenance Charges paid by an apartment owner.

## **2. USER'S OBLIGATIONS:**

- i) The user undertaken to comply with the provisions of this Agreement.
- ii) The User further agreed that the User's right to the Common Areas and Facilities shall be subject to regular and prompt payment of Maintenance Charges as bills by the Maintenance Agency. In case of failure to do the same, the User shall lose the right to use any of the Common Area and Facilities and to obtain the supply of utilities and other services, the Maintenance Agency shall have the right to recover the amounts due as per law.
- iii) The User shall be responsible for insuring the contents within the Said Apartment at the User's own cost, risk and responsibility. Further, the User shall not do or permit to be done any act or thing which may render void or void able insurance of any building or any part of the said building/said complex or cause increased premium to be payable in respect thereof. Such increase in the premium due to the above default shall be borne and paid by the User only.
- iv) The user shall maintain the space allotted at the user's own cost, in a good repair and condition and shall not do or suffer to be done anything in or to the said Apartment, or to the said Building, 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 the said

Building/said Complex or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, rains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc of the said Building is not in any way damaged or jeopardized. The User further undertakes, assures and guarantees that the User would not put any sign board/name plate, neon light, neon light, publicity material or advertisement material etc on the face/façade of the said Building anywhere on the exterior of the said Building or common areas. The User shall also not change the color 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. Further the User shall not store any hazardous or combustible good in the said Apartment or place any heavy material in the Common Areas and Facilities including the outer and load bearing wall of the said Apartment. The User shall also not remove any wall including the outer and load bearing wall of the said Apartment. The User shall plan and distribute the User's electrical load in conformity with the electrical systems installed by the Company.

### **3. LIMIT ON THE RESPONSIBILITY OF THE MAINTENANCE AGENCY**

The User understands that the Maintenance Agency may engage other agencies/contractors to provide one/more/all Maintenance Services under separate agreements. The Maintenance Agency's responsibility will be limited only to the extent of supervision of these agencies work and to ensure that their operation is in conformity with the agreement executed by them and to replace an agency if its performance is not up to the desired standards.

### **3. GENERAL**

- i. The Maintenance Agency shall have the right to assign this Agreement or any part thereof to any other person/entity as it may deem fit.
- ii. All costs, charges and expenses payable on or in respect of this Agreement and on all other instruments and deeds to be executed, if any, pursuant to this Agreement, including stamp duty on this Agreement, legal fees, if any, shall be borne and paid solely by the user
- iii. The Maintenance Agency shall retain the original of the Agreement and the User shall be provided with a duplicate copy thereof.

- iv. The failure of the Maintenance Agency to enforce at any time or for any period of time any provision(s) hereof shall not be construed to be waiver of any provision(s) or of the right thereafter to enforce any or each and every provision(s) of this Agreement.
- v. 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 law and the remaining provisions of this Agreement shall remain valid and enforceable.
- vi. The Agreement is in consonance and not in derogation to the Apartment Buyer's Agreement and the Conveyance Deed.
- vii. Any notice, letter or communication to be made, served or communicated under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed at the aforesaid address and sent by registered post.
- viii. It is clearly understood and agreed between the parties that all the provisions contained herein and the obligation arising there under shall equally be applicable to and enforceable against any and all occupiers, tenants/employees of the User and/or subsequent purchasers of the said Apartment, as the said obligations go along with the said Apartment for all intents and purposes.

For the avoidance of doubt, it is clarified that Maintenance Agency may add, withhold or vary any of the Maintenance Services if the Maintenance Agency considers the addition, withholding or variations of such services to be necessary or desirable for the upkeep and maintenance of the said complex or part thereof which may have the effect of increase or if so required by lawful authority in the Maintenance Charges.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS TO THIS AGREEMENT AT NEW DELHI ON THIS DAY, MONTH AND YEAR MENTIONED ABOVE.

**For & on behalf of NBCC Limited**

\_\_\_\_\_  
**Name of the Lessee**