

AGREEMENT FOR SERVICE CHARGES

FOR USE OF FURNITURES, FIXTURES AND BUILT-UP FACILITIES

This Agreement (“Service Charge Agreement”) is made at New Delhi on this ____ day of _____ 2025,

BY AND BETWEEN

Solar Energy Corporation of India Limited (SECI), a Government of India Enterprise, having its registered office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, hereinafter referred to as the “*Lessor/Owner*” (which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns),

AND

M/s _____, a _____ having its office at _____, hereinafter referred to as the “*Tenant*” (which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns).

1. PURPOSE

This Agreement is executed exclusively for the levy and payment of fixed monthly service charges by the Tenant to the Owner/Lessor for the use of the **furniture, fixtures, built-up amenities, workstations, cabins, cubicles, CCTV systems, IT & telecom systems, HVAC units, conference facilities, access control, interiors and other inbuilt facilities** provided by SECI at its demised premises situated at:

____ Floor, Plate-B, NBCC Office Block Tower-____ East Kidwai Nagar, South West Delhi, New Delhi – 110023 (“Premises-____”).

This Agreement shall form an integral part of the overall Rental Arrangement, but shall operate as a **standalone covenant for Component-B (Fixed Rent)** as defined in the **RfP No.: SECI/C&P/MI/00/0014/2025-26** dated _____.

2. FACILITIES COVERED

The fixed monthly service charges cover the following broad categories:

a) **Furniture, Fixtures & Interiors** – Modular workstations, executive rooms, cubicles, cabins, meeting rooms, conference rooms, reception & lounge furniture, pantry & cafeteria furniture, file storage units, compactors, library furniture, multi-purpose hall setup, etc. with modern office interiors.

b) **Inbuilt Systems and Equipment** –

- CCTV Surveillance, Access Control, EPABX & Telecom Systems
- Fire Alarm & Safety Systems, Public Addressing Systems, FM-200, Rodent Panels
- HVAC Systems, Air Handling Units (AHUs)

- IT Server Rooms, Networking Fixtures, UPS Systems

c) **Plug-and-Play Infrastructure** – Reception area, visitor lounge, project rooms, medical room, file storage facilities, auditoria/meeting facilities, pantry & kitchen fitments, AV conferencing devices, etc.

A detailed list is enclosed as **Annexure-I**

3. CONSIDERATION / SERVICE CHARGES

i. The Tenant shall pay to the Owner a **Fixed Monthly Service Charge of INR _____/- (Rupees _____ only)** towards use of the above facilities.

ii. The said charges are non-escalating and non-revisable for a lock-in period of **three (3) years** from the date of commencement of this Agreement. The same may be reviewed mutually after completion of five years.

iii. These charges are **exclusive of GST and other applicable statutory levies**, which shall be borne and paid separately by the Tenant.

4. PAYMENT TERM

i. Payment shall be made **on or before the 7th day of each calendar month**, by electronic transfer to the designated bank account of SECI.

ii. Delay beyond 7 days shall attract an **interest @ 12% p.a.** on the outstanding amount, till the date of actual payment.

5. TENANT'S OBLIGATIONS

- To use the furniture, fixtures and facilities with due care and in a prudent manner.
- To bear the cost of **Annual Maintenance Contracts (AMC)** for systems including but not limited to HVAC, EPABX, CCTV, Fire Alarm Systems, Access Control Systems and to engage competent agencies for upkeep.
- To return the facilities, upon expiry/termination, in substantially the same condition as handed over, normal wear and tear excepted as the premises is offered on "As is where is" and "as is what is" basis.
- To make good, at its cost, any loss, damage or deterioration beyond ordinary wear and tear.

The office space is equipped with essential infrastructure systems including HVAC systems, Air Handling Units (AHUs), EPABX system, Server Room, CCTV surveillance, Fire Alarm System, Access Control System, and Public Address (PA) System, office horticulture etc which are maintained through an agency. Therefore, the tenant shall be responsible for engaging a competent agency for the Annual Maintenance Contract (AMC) of all the aforementioned systems. This shall include regular servicing, necessary repairs, and the supply of required spare parts and consumables to ensure their smooth and uninterrupted functioning." it shall be the responsibility of the tenant to keep the equipment intact and in

functional condition. The Tenant will have to HIRE an agency for AMC of EPABX Systems, HVAC System & Plants & its supply as per the requirement and provide the contract document to lessor as a proof.

6. OWNER'S RIGHTS

- a) Ownership of all furniture, fixtures, systems and facilities shall vest solely with SECI.
- b) The Tenant shall have only a right to use the same during the tenure of this Agreement.
- c) SECI reserves the right to inspect, at reasonable times, the condition of facilities.

7. TERM AND TERMINATION

- i. This Agreement shall remain co-terminus with the Rental Agreement for the Demised Premises.
- ii. Termination of the Rental Agreement (RENT DEED) shall automatically result in termination of this Agreement.
- iii. In the event of termination, the Tenant shall vacate the facilities and handover the same in good condition to SECI.

8. SECURITY DEPOSIT

A sum equal to One (01) months rent (Service charges as mentioned in clause 3 of this agreement) as advance rent and also the Interest free Security Deposit of an amount equal to Six (06) months' service charges to SECI for the built up facilities in the form of Demand Draft drawn on Scheduled Bank in favour of "Solar Energy Corporation of India Limited", payable at New Delhi, within 30 days after the receipt of the NoA/LOI along with Draft Rent Agreement.

The security deposit shall be refunded at the time of termination/expiry of the Rental Agreement without any interest, after deducting pending dues & services, damages to the property, if any.

The proceeds of the Security Deposit shall be payable to SECI as compensation for any loss resulting from the Tenant's failure to discharge its obligations under this agreement.

9. ALTERNATIONS & MODIFICATIONS

The demised premises are in the furnished form/ready to move-in form. However, the Tenant, as per its needs and uses, can make slight modifications in the premises with prior consent from the lessor. The furnishings/installation may include partitions, false ceiling, internal electrical wiring/fixtures, establishment of stand-alone data centre, finished flooring, furniture, and fixture etc. Service lift is available for carrying the materials to higher floor areas.

10. INTERNAL SECURITY, FIRE SAFETY & HOUSEKEEPING

Internal Security and housekeeping for the premises shall be the responsibility of the Tenant

11. FIRE, SAFETY & INSURANCE

The Tenant shall comply with all fire safety norms. The Tenant may insure the assets, equipment, and interiors at its own cost.

The Tenant shall strictly comply with all applicable fire safety norms and regulations. The Tenant may, at its own cost, obtain insurance coverage for the assets, equipment, fixtures, furniture and interiors placed within the premises. The property is being rented on an “**as is where is**” and “**as is what is**” basis. Accordingly, the Tenant shall be solely responsible for the proper upkeep and maintenance of the premises during the tenancy and shall be liable to hand over the premises in the same condition as originally provided, subject to normal wear and tear.

12. DISPUTE RESOLUTION

Any dispute arising out of this Agreement shall be resolved amicably; failing which following procedures will be undertaken:

ADJUDICATION

"All disputes, claims, or differences arising out of or in connection with this Rent Agreement, including its interpretation, performance, and termination, which cannot be resolved amicably between the parties within thirty (30) days, shall first be referred to the Competent Authority of SECI for adjudication. The decision of the Competent Authority shall be binding on both parties unless either party chooses to pursue arbitration in accordance with the Arbitration Clause contained herein."

ARBITRATION

"In the event that any dispute, claim, or difference arising out of or in connection with this Rent Agreement is not resolved amicably or through adjudication by the Competent Authority, the same shall be referred to and finally resolved by arbitration in accordance with the provisions of the **Arbitration and Conciliation Act, 1996** and any statutory modifications thereof.

The arbitral tribunal shall consist of a sole arbitrator to be appointed by the Chairman/ Managing Director (C/MD), SECI. The venue and seat of arbitration shall be New Delhi. The arbitration proceedings shall be conducted in the English or Hindi language. The award rendered by the arbitrator shall be final and binding on both parties.

The cost of arbitration, including the fees of the arbitrator, shall be shared equally by both parties, unless otherwise determined in the arbitral award."

The Dispute Resolution mechanism stipulated under this Rent Deed in respect of the demised premises shall at all times be final, conclusive, and binding upon the Parties hereto.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of India, with jurisdiction of courts at New Delhi.

13. AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the levy and payment of service charges for furniture, fixtures and facilities.

14. MISCELLANEOUS

The property is rented on “**As is where is**” & “**As is what is**” basis. Therefore, it is the responsibility of the tenant to upkeep the premises, interiors, furniture, fixtures, equipment, etc. and shall be liable to handover the premises as it is provided.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date, month and year first above written.

For and on behalf of
Solar Energy Corporation of India Limited

(Signature) _____
Name: _____
Designation: _____

WITNESS

(Signature) _____
Name: _____
Designation: _____

For and on behalf of
Tenant

(Signature) _____
Name: _____
Designation: _____

WITNESS

(Signature) _____
Name: _____
Designation: _____

Annexure-I – List of Furniture, Fixtures, Facilities and Interiors along with premise-___ (to be annexed as per detailed provided in RfP)