

BSES Yamuna Power Limited
(JV between Reliance Infra and GoNCTD)

Form 2 : Undertaking cum Indemnity Bond

Registration No:

CA No:.....

TERMS AND CONDITIONS OF BYPL AC REPLACEMENT SCHEME AND REBATE SCHEME

I, _____, resident of _____ (hereinafter

referred to as "consumer"), registered consumer of BSES Yamuna Power Limited (hereinafter referred to as "BYPL"), do hereby affirm and state that I understand that BYPL purely to facilitate its consumers and under the terms of DSM based Energy Efficiency Air Conditioner Program In UT of Delhi "Program", has, in collaboration the manufacturers of Energy efficient appliances, launched the AC REPLACEMENT AND REBATE SCHEME "scheme" whereby BYPL is giving the platform to leading manufacturing companies to sell the ACs under the terms of program at a concessional price to its consumers under the direct Sale-Purchase relationship between the consumers and AC manufacturing companies with no role of BYPL in transaction. I, out of my own accord, have agreed to enter into a direct sale-purchase relationship with the manufacturer of AC. I confirm that I am in compliance of the terms of this undertaking and shall adhere to the same, in full, as recorded below:

1. Consumer has received a valid Registration number for availing the scheme and has fulfilled all the relevant criteria for availing the scheme as enumerated below for which relevant proof shall be provided in case of further verification at time of installation.
 - 1.1 Consumer has provided a self attested copy of valid ID proof such as passport, voter ID, driving license, Aadhar card, PAN card, or any other valid photo ID proof.
 - 1.2 Consumer has provided a valid address proof of occupation as owner or legal occupant at the premises in BYPL area in terms of regulation 10 (3) of the DERC (Supply Code and Performance Standards) Regulations, 2017.

I agree that, without prejudice to what has been provided under law, in case of doubt as to the correctness and / or validity of document, the decision of BYPL shall be final and BYPL shall be well within its rights to disentitle the consumer to get the benefit under the program/scheme and the decision of BYPL shall be final and irrevocable.

- 1.3 Consumer or occupant of the premises has provided a valid electricity bill in his/her name at the premises for which the scheme is proposed to be availed.
 - 1.4 Consumer has no outstanding dues against the CA number on which the scheme is being availed, as on date of Registration and all outstanding dues have been cleared
 - 1.5 Consumer will get installed new BEE 5 star rated window/split inverter AC at the premises where a functional, running AC, not having any star rating as per BEE 2018 star labelling, which will be exchanged to avail the rebate on the scheme.
 - 1.6 Electricity to the consumer is being supplied through same CA No. on which benefit of the scheme is being sought to be availed. Scheme is applicable for First come First Serve basis.
2. After availing the scheme, consumer shall abide by all the following conditions enumerated as below:
 - 2.1 Consumer shall render all assistance necessary for the un installation/removal of existing non star rated AC at its premises and bear the necessary cost for the same where required other than the standard removal.
 - 2.2 Consumer shall use and ensure AC purchased under BYPL AC replacement scheme is used for domestic purpose only at the address of the registered CA number enrolled in the scheme.

- 2.3 Consumer shall permit BYPL representative or any third party so authorised by BYPL to visit the consumer premises for the purpose of monitoring and verification of the AC unit for a period upto 3 years from the date of installation at the premises.
- 2.4 Consumer shall not remove, relocate or transfer AC unit purchased under this scheme outside the premises being served with the CA number enrolled under this scheme.
- 2.5 Consumer shall not transfer, sell, lease, rent out or otherwise use the AC bought under this scheme for commercial/any other purpose.
- 2.6 Consumer shall not physically transfer the AC availed under this scheme to any other person under any circumstances for a duration of 3 years from installation.
- 2.7 Consumer shall be under a mandate to secure permission, in writing, from BYPL prior to AC being removed from the premises or transferred within 3 years from the date of purchase. The consumer understands that the consumer is availing the AC under DSM based Energy Efficiency Air Conditioner Program in UT of Delhi, duly approved by DERC and accordingly, confirm that in case of removal and / or transfer of AC from the premises within three years and/or any non-compliance of the terms of this instant undertaking by the consumer, BYPL shall be having full right to recover the full rebate amount availed by eligible consumer under the scheme by any suitable mechanism as deemed fit by BYPL. Further, in the event AC is relocated from the address enrolled for the scheme, the warranty offered under this scheme shall be withdrawn/ discontinued.
- 2.8 Consumer agrees that the manufacturer shall be solely responsible in case of any defect/deficiencies in after sale services or in the product quality or performance availed under the scheme, any such issues, complaints, disputes arising thereon, BYPL shall in no way be responsible, liable for the quality, performance of the product and after sale services to be provided by the manufacturer, dealer etc. No claim of warranty, maintenance complaint, etc on the equipment shall be ever be raised on BYPL nor shall BYPL be made a party to any such claim and such a matter shall be solely between the consumer and the manufacturer.
- 2.9 The consumer agrees and confirms that BYPL in no manner endorses the quality, performance of the product (air conditioner) or manufacturer's claims on the product and is relying upon the market research and other product surveys so produced/relied upon by the manufacturer/dealers only.
- 2.10 Consumers shall be responsible for the safe keeping of the AC and take reasonable prudent step to ensure running of AC in normal conditions. Consumers shall be held responsible for any damage to the AC caused by any negligent act, failure to exercise due care etc.
- 2.11 The offered price under the scheme quoted by the OEM shall cover cost of air conditioning unit, the salvage value of the unit to be exchanged (fixed rate) and the cost of installation along with one/ three years warranty on the unit along with five to ten year warranty on the compressor depending on make and model of the offered ACs. Voltage stabilizer and any installation expenses beyond the standard installation rate and market practice are to be covered by the consumer at his/her own expenses.
- 2.12 The consumer do hereby agree and undertake that in case of failure and / or non-compliance by the consumer of the terms of this undertaking and/or initiation of any legal proceedings and /or imposition of any penalty/cost/liability/damages and any other liability/directions of any nature leading to any penal or other consequences, relating to purchase and / or use of AC by the consumer, under the AC replacement and rebate scheme, the consumer shall be unconditionally and unequivocally liable to indemnify BYPL in full including litigation expenses and agrees that no legal action by consumer and /or its associate against BYPL shall be maintainable before the court of law, citing any ground whatsoever.

Consumer Name:

Sign:

Address:

Date: