**Annexure–II**

**AGREEMENT**

Agreement between the Bureau of Energy Efficiency, a statutory body under the Ministry of Power and Building owner(s)/authorized representative of(building name and address) underthe **“BEE Star Rating of Commercial Buildings (typology - Office/ BPO/ Shopping Mall/ Hospital)”**.

Whereas the Bureau of Energy Efficiency, Ministry of Power (hereinafter referred to as the Bureau), a statutory body established under the Energy Conservation Act 2001, (52 of 2001) with its office at “Bureau of Energy Efficiency 4th Floor, Sewa Bhawan, R. K. Puram, New Delhi-66” has launched a scheme for **BEE Star Rating of Commercial Buildings**.

Whereas (Building owner(s)/authorized representative**)** having its registered office at (Name of Organisation and Office address)

has agreed to participate under the **“BEE Star Rating of Commercial Buildings”** (hereinafter referred to as the user of label)

Now therefore, the parties hereto mutually agree as follows:

**1. General**

**1.1 Commencement and duration**

**1.1.1** The agreement shall be valid for a period of three years commencing from the date it is signed or until Notification under the Energy Conservation Act 2001 issued by the Central Government, whichever is earlier.

**1.2 Objective**

The main objective of this Agreement is that both the parties to the Agreement shall work together to implement the scheme for **“BEE Star Rating of Commercial Buildings”** in accordance with the details of the Scheme as attached.

**1.3 Use of energy efficiency label**

**1.3.1** The label is being promoted by the Bureau. The use of the label is assigned to (Building owner(s)/authorized representative)for achieving the objective defined in Article 1.2 of this Agreement.

**1.3.2** Format for submitting Building Information and Energy Data details is enclosed as **Annexure-I.** Energy Performance Index (EPI) in kWh/sqm/year will be considered in rating the office buildings.

**1.3.2** The user of label is solely responsible for the adherence to the specification of the label prescribed by BEE (as enclosed at **Annexure II**), and the authenticity of the documents submitted.

**2. Taxes and duties**

**2.1** The User of label shall also bear any taxes, duties, levies, registration fee, etc as applicable from time to time in the use of label under the implementation of the scheme for **“BEE Star Rating of Commercial Buildings”.**

 **3. Amendment / Additions**

**3.1** If both parties to the Agreement form an opinion that any or some provision of the scheme are coming in the way of achievement of the objective of this Agreement defined in Article 1.2; and both BEE and the user of label are satisfied that the adjustment or amendment of such provisions shall contribute towards the achievement of the objective defined in Article 1.2; BEE may, adjust or amend such provisions of the scheme at any stage during the implementation of the scheme in consultation with other stakeholders

**3.2** Any such adjustment or amendment shall be made in writing.

**4. Notice**

**4.1** Any notice given by any of the parties hereunder shall be sent in writing at the address given as follows:

(1) **Bureau of Energy Efficiency** (2) **User of label**

The Director General

Bureau of Energy Efficiency **……………………………**

4th Floor, Sewa Bhawan, **……………………………**

R. K. Puram **……………………………**

New Delhi-66 **……………………………**

In witness whereof the parties hereto have signed this Agreement.

Signature……………………. Signature…………………….

 (Place, date) (Place, date)

**Bureau of Energy Efficiency** **User of label**

Witness: 1 Witness: 1

**(Name)…………………………… (Name)……………………………**

**(Designation)…………………… (Designation)……………………**

**(Address) ……………………… (Address) ………………………**

Witness: 2 Witness: 2

**(Name)…………………………… (Name)……………………………**

**(Designation)…………………… (Designation)……………………**

**(Address) ……………………… (Address) ………………………**