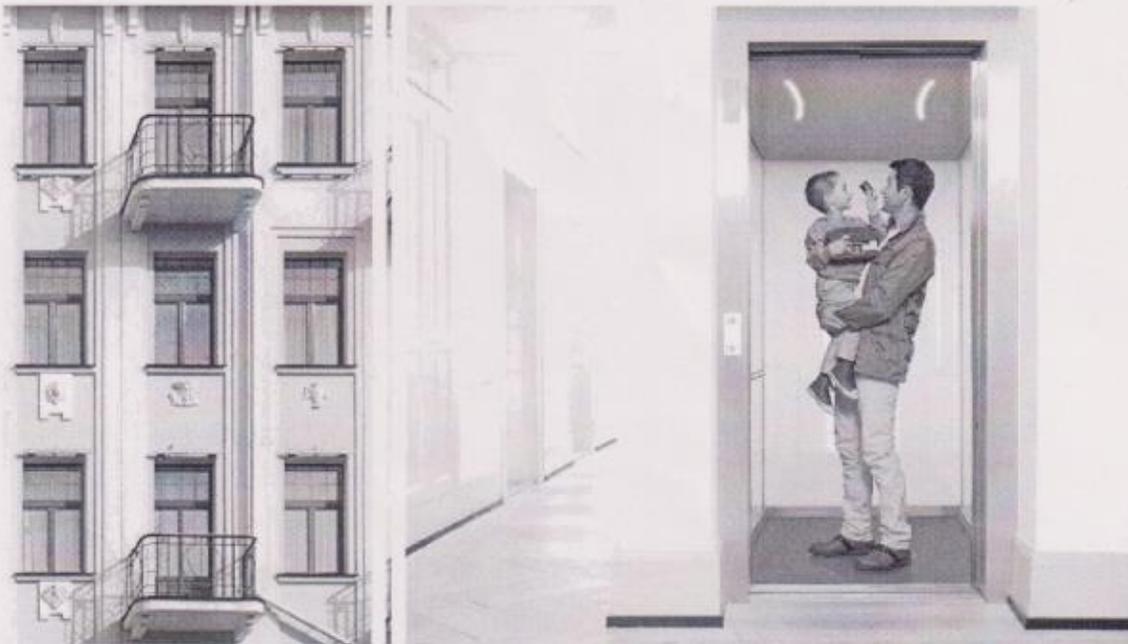




**Schindler**



## Schindler Excellence®

Diamond

All-in Maintenance Contract Elevators

24-hour Schindler India Customer care Call centre  
number 1800-209-5438 / 1800-22-5438 / 1800-22-5538

Included Services:

- All-in maintenance

Signature:

For Indian Academy Group Of Institutions

For Schindler India Pvt. Ltd.

Schindler Excellence®

Customer

Schindler

Contract number 0136170233

Page 1 of 8

**All-in Maintenance Contract**

Contract number 0136170233

Between Indian Academy Group Of Institutions  
Hennur Cross, Hennur Main Road  
Bangalore 560043  
Hereinafter "the Customer"

Bill to party code 2260731

and Schindler India Private Limited  
Axis Sai Jyothi, #785, 3rd Floor,  
JP Nagar 1st Phase  
15th Cross, Ring Road,  
BENGALURU 560078  
GSTIN:  
Hereinafter "SCHINDLER"

Location Indian Academy Group Of Institutions, Hennur Cross, Hennur Main  
Road, Kalyannagar, 560043 Bangalore

Service Contract 20035469

Handover Date 21-January-2015

The following Contractual subjects have been negotiated and agreed with the Customer:

**Scope of Services**

SCHINDLER undertakes to perform the regular maintenance (inspection, preventive maintenance and repair, and corrective maintenance) of the installation(s) specified above as described in this maintenance Contract and in accordance with the description of "Services included in the All-in Maintenance Contract" (Annex 1) as well as the enclosed Terms and Conditions (Annex 2), which documents together form part of and constitute the "Contract".

**Service Contract Pricing Details**

The annual remuneration for the services described in this contract is

INR sub total (net of taxes)			89,200
	plus applicable taxes required by law.		
	(CGST) Central GST	9%	8,028
	(SGST) State GST	9%	8,028
INR Grand Total :			1,05,256
Gross Price	ONE LAKH FIVE THOUSAND TWO HUNDRED FIFTY SIX ONLY		

Payment Terms Yearly in advance (annual)

Price basis January-2023

Offer date 09-January-2023

Price adjustment: The price is adjusted according to the enclosed Terms and Conditions.

Signature:

For Indian Academy Group Of Institutions

For Schindler India Pvt. Ltd.

**Duration of the Contract**

The contract starts with effect from 21.01.2023 and will terminate on 20.01.2024

The customer acknowledges having received and understood the General Terms and Conditions attached to this contract.

**Taxes & Duties**

The contract value is inclusive of all applicable, present indirect taxes. Timely documentation will be essence of the tax clause.

Any variation in the present taxation structure or introduction of additional taxes by the State / Central (including but not limited to CGST,SGST,IGST,UTGST, Cess etc) / local Authorities will be charged to you.

**Billing and Issuance of Credit Note**

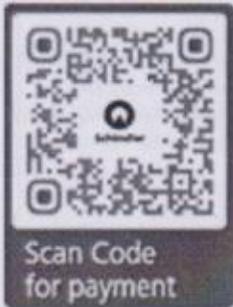
The Invoices will be issued from the location of supplying goods or provision of service (State where site located). Invoices will be issued as per the term of payment.

The credit note will be issued in case of an adjustment in invoice value. The necessary adjustment in its Input Tax Credit, within the month in which the discrepancy is communicated. If the same is not rectified by you which results in additional liability (tax and interest) will be charged.

**Claims and Liability on Input Tax Credit.**

Providing correct registration number is on you and we will not be responsible for verification of GSTIN provided to us , if you fails to furnish GST registration number, then we considered as unregistered and returns filled accordingly. We will not liable any loss of credit arising on account of providing incomplete, erroneous or wrong details to us and same captured on the invoice and/or upload made to GSTN.

**Schindler Pay – The Digital Way**



Or visit the Schindler India website: [www.india.schindler.com](http://www.india.schindler.com)

Date: \_\_\_\_\_

Name 1: \_\_\_\_\_ Suresh Jogaiah

Name 2: \_\_\_\_\_

Name 3: \_\_\_\_\_

Signature: \_\_\_\_\_ For Indian Academy Group Of Institutions \_\_\_\_\_ For Schindler India Pvt. Ltd.

Email ID 1

suresh.jogaiah@schindler.com

Email ID 2

Email ID 3

Mobile No 1:

Mobile No 2:

Mobile No 3:

Customer

Schindler



For Indian Academy Group Of Institutions

A handwritten signature in blue ink, appearing to be "Suresh Jogaiah", written over a faint circular stamp.

For Schindler India Pvt. Ltd.

Signature:

Customer

Schindler

## Services Included in the All-in Maintenance Contract (Annex 1)

### 1. Schindler ALL-IN Maintenance

SCHINDLER undertakes to regularly check, inspect, and preventatively maintain the installation(s) and to perform the repair work described herein.

#### a. Inspection and Preventative Maintenance

While observing IS14665, 14671, 15785:2007 & relevant applicable state rules SCHINDLER performs on the elevator installation(s) regular inspection and preventive maintenance. This comprises:

- functional checking and adjustment of the drive unit, means of suspension, gearbox, brakes, traction sheave and drum, ropes, deflector sheave, hoistway doors, and guiderails of the elevator installation(s);
- greasing the aforementioned subassemblies to the extent appropriate for the use made of the elevator installation(s);
- checking and adjustment of the travel properties of the elevator installation(s), especially of their stopping accuracy;
- visual and functional check of the switching, control, monitoring, and other safety equipment, and of the display and lighting equipment;
- checking of the elevator installation(s) for functioning and damage;
- checking the oil level of the drive unit;
- to the extent required to preserve their functioning, cleaning the aforementioned subassemblies of the elevator installation(s) of dirt originating within the installation;
- cleaning the machine room, car roof, and dry hoistway pit of dirt originating within the installation. Lubricating of guide rails and wire ropes will be carried out by Housekeeping team.

#### b. IoT Device

Equipment under this contract is provided with IoT device to improve on uptime by correcting minor errors remotely. Wherever mobile network is not available, this IoT device to be supported with internet connectivity which is to be provided by Customer / owner. Customer consents to avail this feature and authorises Schindler to remotely reset / access the equipment for providing service and addressing breakdowns which are capable of being corrected remotely.

#### c. Operational Failures

SCHINDLER corrects operational failures which are detected during regular inspections and preventative maintenance or which occur between them and are reported to SCHINDLER call centre by the Customer.

SCHINDLER will respond to operational failures from **Monday to Saturday 9am to 9pm** at no additional charge. If the operational failures are caused by abuse or misuse then the CUSTOMER will be charged according to the actual outlay including incurred costs.

#### d. Repairs

SCHINDLER repairs or replaces following parts which have become unusable through wear in order to ensure the safety in accordance with the legal regulations for elevators.

- VF drive unit, Automatic rescue device (if applicable), car and landing door shoe liners, contacts, switches, door operator motor, drive belts, coupler unit, door safety sensors, emergency alarm unit, door drive unit, car and landing call registration buttons and all electronic PCBs

SCHINDLER periodically examines, lubricates, adjusts and as needed repairs or replaces the covered components listed above. Also faulty emergency lamps in the car will be replaced during regular inspection and preventive maintenance of the elevator installations.

At regular intervals SCHINDLER changes the oil in the drive unit(s) of the elevator installation(s) according to the manufacturer's instructions and properly disposes of the old oil.

Ownership of replaced component: AMC price offered is considering return of defective material back to Schindler

Signature:

For Indian Academy Group Of Institutions

For Schindler India Pvt. Ltd.

**e. Availability of spares and Obsolescence**

Schindler holds spare parts with the following availability periods:

- Schindler original spare parts for a period of fifteen (15) years; and
- Other spare parts for a period of fifteen (15) years or as long as available from the original equipment manufacturer, whichever period is the shorter.

The availability period starts on the date of the first installation of the complete Schindler installation(s). For components and/or spare parts containing electronic devices no availability period is granted.

On expiry of the availability periods such spare part is deemed obsolete and Schindler proposes its replacement or modernization at the customer's expense.

Schindler original spare parts are defined as spare parts for which Schindler is the sole supplier.

Schindler ensures proper disposal of disassembled spare parts and components as well as changed oil and lubricants at the customer's expense.

**f. Safety Test**

The service provider will carry out customary annual safety test as per the standards in order to examine all the safety devices of the Equipment. The Service Provider shall not carry out any other tests during contractual period. CPSI (Confirmation of Periodic Safety Inspection Test) 1Y/5Y/2Y

**g. Support of notified body**

All statutory permissions for running of the lift from concerned authorities shall be obtained by the Customer. As per statutory requirements, Schindler shall send a service technician for such periodic check by notified bodies provided a written request is sent to Schindler's authorised person by customer at least 3 days prior to such inspection.

Any fees, charges, pertinent to license inspectorates and incidental charges for getting Lift certificate renewed will be solely borne by the customer.

**h. Additional Services**

The Customer reimburses SCHINDLER for maintenance work being outside the scope of Services separately.

**2. Additional Services**

**a. Response Time**

SCHINDLER starts to correct the reported failure on the elevator installation within 4 hour/s since notification by the Customer to the 24-hour call center.

1800-209-5438 / 1800-22-5438 / 1800-22-5538.



For Indian Academy Group of Institutions

For Schindler India Pvt. Ltd.

Signature:

## Terms and Conditions for Schindler Maintenance Contract (Annex 2)

### 1. Performance of the Service

Schindler performs the services using recognized methods of maintenance. When performing the services Schindler observes the legal regulations including safety and other regulations of applicable national and international standards organizations and especially IS 14665, 14671, 1578 & relevant applicable state rules for maintenance of elevators and escalators.

Unless otherwise agreed in the description of services, SCHINDLER performs the services on working days. Additional charges due to services outside of these hours will be invoiced separately.

Schindler employs trained service technicians and provides tools and measuring instruments which are necessary for the services described. In case of a call logged by the Customer on Schindler Customer Call Centre under the "Mantrap" category, Schindler will provide services at the earliest. On attending such call, if Service Engineer of Schindler finds such call to be false Mantrap Call then Customer shall be charged penalty of Rupees One Thousand (Rs 1000/-) per such incident which shall be recovered as due and payable from the Customer.

### 2. Exclusions

Maintenance which is necessary due to acts of God, abuse or misuse of the installation(s), overloading, vandalism, fire, water, humidity, war, terrorist acts, strikes, civil commotions or overvoltage of electric power supply lines is excluded from this Contract. Also excluded from the services of Schindler under this contract are all work to machine room light fittings, doors, windows and ventilation, car enclosures, hoist way enclosures, car and landing door panels, surrounds, frames and sills, all finishes, landing doors, wall panels, lights, light diffusers, cabin handrails, mirrors, glass sides and hoist way, telephone, intercommunication systems, inter connecting cables to other areas, closed circuit television systems, power generating plants, special displays and lift shaft lighting, technical improvements, replacements of batteries, light bulbs in the shaft and machine room, treatment of surfaces of components as e.g. painting and replacements of decorative elements, cleaning of building, car and doors, complete cleaning of elevator / escalator installations, in particular the steps or pallets, and modifications, even if those are required by new regulations or recommended or ordered by the responsible notified bodies. Not included in the scope of Schindler services are maintenance work on the electric power supply cable or on telephone. Should defects occur in the telephone connection, Schindler is under no obligation to provide the respective services for the duration of the defect.

### 3. Intellectual Property Rights

In all events, all intellectual property rights on the system including those in the control software, which enables routine operation, maintenance and repair, shall remain the property of Schindler. Schindler may update the control software. This may include bug fixing and minor software enhancements. Schindler may install additional equipment and / or software and connect this - when appropriate - with Schindler service devices to improve the functionality of the installed control software. Accessory units, including a remote monitoring system - if supplied by Schindler - and / or additional software remain the property of Schindler and may be disabled or removed at the termination of the maintenance contract. Schindler is entitled to install a remote monitoring system, to access the control software in order to download, use and update data, to obtain interface information and protocols and to perform remote diagnostic trips.

### 4. Property Rights Regarding the Remote Monitoring System

IF SCHINDLER has installed the Servitel® Remote

Monitoring System, this is provided to the Customer for the duration of the Contract. It remains the property of SCHINDLER and serves temporary purposes. On expiry of the Contract SCHINDLER uninstalls the remote monitoring system.

### 5. Duties of the Customer

To enable the services to be performed, the Customer must allow Schindler access to all parts of the installation(s) at any time.

Building modifications which could impair functioning of the installation(s) must be notified to SCHINDLER in due time. The Customer is obliged to notify defects, damage(s) and modifications immediately they come to his knowledge. The Customer remains the operator of the installation(s). The legal obligations incumbent on him in this capacity is not affected by this Contract.

The Customer is responsible for any external equipment (e.g. fire alarm, ventilation, smoke and heat vents, mobile phone antennas, electrical wires) in the engine room / elevator shaft. Maintenance and / or repairs of such foreign installations may only be carried out in the presence of a specialist for elevators.

### 6. Remuneration

#### a. Payment Agreements

The remuneration covers dispatching, travel costs, and travel time for the services described in this Contract.

SCHINDLER Shall raise invoices for the agreed contractual price annually in advance. These invoices shall be considered "IMMEDIATE DUE" from the date of invoice or become due whichever is earlier.

If for any reason the payments due under this contract remain fully or partially unpaid by the customer for the period of 15 days from the date upon which they are due, SCHINDLER reserves the right to charge the Customer interest of 12% p.a. on due payments.

If for any reason the payments due under this Contract remain fully or partially unpaid by the Customer for a period of 60 days from the date upon which they were due, SCHINDLER reserves the right to suspend the services with notice in view of breach of financial fulfillment of the contract. In such an event the customer indemnifies Schindler from any claims which may be asserted against Schindler because of suspension of services.

#### b. Adjustment of the Remuneration

If the relevant material price index and/or wage changes after completion of the first complete year after conclusion of the contract.

The Owner acknowledges that the maintenance price has been calculated on the basis of the cost of labor and materials prevailing on the first day of January of the year in which this Agreement is entered into. The owner also acknowledges that the maintenance fee mentioned in this agreement is the basic price for providing the maintenance services. All the prevailing taxes as on date of signing the agreement have been included in addition to the base Maintenance fee. Any subsequent change in the tax structure will be to the Owners account and shall be payable from the date of enforcement of the revised rate. Schindler reserves the right by written notice to the Owner to revise the Maintenance Fee and any such revised Maintenance Fee will take effect upon expiry of the Period of Agreement as indicated at the head of this Agreement.

### 7. Right to suspend services

Schindler is entitled to suspend services while not removing the Customer's obligation to pay the full annual remuneration and protecting the installed unit, if Customer fails to grant access to the installation(s) or to pay the invoices when due.

The owner of the installation shall be liable for any failure of the installation for any reason not limited to due to non-maintenance

Signature:

For Indian Academy Group Of Institutions

For Schindler India Pvt. Ltd.

Customer

Schindler

of the unit or maintenance by unauthorized third party during the period of suspension of services and shall indemnify Schindler for any claims which may be asserted against Schindler because of suspension. Before performing services after such suspension, Schindler will execute a separate audit at the Customer's cost and customer shall be liable to bear all expenses in respect of the same. If for any reason the payments due under this contract remain fully or partially unpaid by the customer for period of 60 days from the date upon which they were due, Schindler reserves the right to suspend the services with notice because of breach of financial fulfilment of the contract. In such event the customer indemnifies Schindler from any claims including that of product safety which may be asserted because of suspension of services.

#### 8. Liability

Schindler shall only be liable for damages caused to owner's property provided that such damages are caused by Schindler's unlawful intent or gross negligence. Notwithstanding anything contained herein or elsewhere in the in the event of non-performance of a contractual obligation, Schindler's total liability shall be limited to the **Fifty Percentage** of the current maintenance fee received by the Schindler for [one year]. Schindler shall not be liable for damages caused to owner's property by third party's acts and omissions. All liabilities of Schindler regardless whether under the contract, tort, strict liability or any other theory, shall cease at the end of the contract period. Schindler shall under no circumstances be liable for any loss of use or production, loss of profit, interest or revenues, loss of data or for any indirect or consequential damages or losses. The limitations of liability under this clause shall also apply for Schindler's directors, employees, subcontractors, agents, licensors or any of the employees.

Customer agrees to indemnify Schindler of all liabilities arising out of breach of its obligations under the contract or in even of full or partially unpaid contract by the customer for more than 60 days from the date of the contract/ and or invoice.

#### 9. Force majeure

SCHINDLER shall not be liable for failure to perform its obligations under this Contract if such failure results from circumstances which could not have been reasonably foreseen and which are beyond SCHINDLER's reasonable control such as acts of God, acts of government, war, natural disasters or court order.

#### 10. Change of Ownership

Both parties undertake to transfer all rights and duties under the Contract to their legal successors.

(Alternative: - If there is a change to the owner of the building, the Contract may be terminated by registered letter with 60 days prior notice per date of change of ownership. If the Contract is not terminated, the Customer shall continue to bear responsibility for the remuneration.)

#### 11. Early Termination

The contract binds the parties for the agreed duration period. In case of material breach of contract (i.e. non-payment of maintenance price, non-performance of maintenance services), any party may cancel this Contract. If the Customer terminates this Contract before the expiry date and without material breach of contract by Schindler, the Customer shall pay to Schindler an indemnification of [50%] of the amount to be invoiced for the remaining services until the expiry date. Such indemnification is calculated based upon the last invoice, considering the discounts granted to the Customer for duration of the Contract

#### 12. Arbitration

In Case of disputes between the parties the Courts of Mumbai shall have the Jurisdiction to decide.

If any dispute, controversy or claim between the parties arises out of or about this Agreement, including the existence, breach, termination or validity thereof (Dispute), the parties shall use all reasonable endeavors to negotiate with a view to resolving the Dispute amicably. If a party gives the other party notice that a Dispute has arisen (a Dispute Notice) and the parties are unable to resolve the Dispute amicably within 15 days of service of the Dispute Notice (or such longer period as the parties may mutually agree), then the Dispute shall be referred to arbitration. Any Dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996. The number of arbitrators shall be one, mutually accepted by the parties. Any arbitral award shall be final and binding on the parties. The seat of the arbitration shall be Mumbai. The language of the arbitration shall be English.

#### 13. Authorized Signatory

Corporate/Institutional/Government Customer: - Authorized signatory is the designated representative of your organization who is authorized to sign this contract. Only an officer authorized to sign on behalf of your organization must sign this contract with date and seal on each page and wherever correction / alterations are made. Individuals Customer: - The person in whose name order is being booked in the authorized signatory who shall make the payment as per agreed payment milestones unless supported by an undertaking or declaration to that effect. In all such cases, the signatures on the PAN card/Government record of the individual customer must be mandatorily the same in the duly signed by the parties.

In case of any inconsistencies between these Terms and Conditions and preceding parts of the Contract, the latter shall prevail over these Terms and Conditions.

#### 14. Miscellaneous

Conclusion of this Contract supersedes all earlier contracts between the Customer and Schindler.

In case of any inconsistencies between these Terms and Conditions and preceding parts of the Contract, the latter shall prevail over these Terms and Conditions.

#### 15-Unauthorised Access

Schindler shall not be responsible for unauthorised access to elevator shaft or installations of elevator/escalator. The unauthorised person shall not wilfully interfere with any mechanism of elevator/ escalator installation and further maintenance due to such interference is not covered under this Agreement. Schindler, its Directors, Employees, Contractors shall not be liable for any direct, indirect, incidental, special, punitive or consequential loss or damages including injury, illness, death, expense, cost or other sum description whatsoever which result from use of elevator or escalator in violation of condition of instant clause of this Agreement.

#### 16. Code of conduct

Schindler values its employees integrity and expects its customer to behave responsibly. Customer to ensure that they or anyone representing them should behave in a way which is appropriate or does not use foul language and/ or misbehaves with Schindler employees. If you or anyone representing you misbehaves and/ or causes offence, or damage to Schindler employee or anyone representing the company then all the activity on your contract will be suspended immediately without any notice and/ or may cancel your contract in addition to taking legal recourse.

For Indian Academy Group Of Institutions

For Schindler India Pvt. Ltd.

Signature:

Customer

Schindler

## RENEWAL AGREEMENT FOR ELEVATOR MAINTENANCE

Agreement in between "SURYA ELEVATOR SERVICES", having its registered office at #9, 2<sup>nd</sup> floor, 100ft ring road, behind devegowda petrol bunk, BSK 3<sup>rd</sup> stage, Bengaluru-560085. (Here in after referred to as "SURYA")

And

The Owner: **Indian Academy Degree College, Hennur Cross, Hennur Main Road, Kalyan Nagar, Bangalore-43.** (Hereinafter referred to as "Owner")

**Site Details:**

Ref No.	SES/MRC /2023-24/259	Date: 28-02-2023
Name of site	Indian Academy Degree College	
Address of site	Hennur Cross, Hennur Main Road, Kalyan Nagar, Bangalore-43.	
Name of Contact Person		
Phone no.	8095863498	
Warranty/Maintenance Expired on	30-04-2023	

**Equipment & Maintenance Price Details:**

SL. No.	LIFT No.	Basic Price per Lift	No. of Lifts	Total Amount	GST@18%		Total Contract Value
					CGST@9%	SGST@9%	
1	D-189	Rs.70,297	1	Rs.70,297	Rs.6,326.50	Rs.6,326.50	Rs.82,950
PLATINUM		PLATINUM		TOTAL AMOUNT		Rs.82,950	
RUPEES: <b>Eighty Two Thousand Nine Hundred Fifty Only.</b>							
Cash / Cheque no.		dtd		Bank		Rs.	
Contract Value: Rs.		Received: Rs.		Balance:			

**Tenure and Mode of Payment:**

Contract Period	Start	01-05-2023	End	30-04-2024
Price increased after 12 months	10% on above contract value			
Next price increased on	01-05-2024			
Mode of Payment	Yearly 100% in Advance			

"SURYA" agrees, upon the terms and conditions (attached) of this Agreement, to provide the maintenance and repair services specified in Conditions mentioned over leaf ("the Services") in respect of the Equipment located at the above cited Premises.

In consideration of the provision by "SURYA" of the Services, the Owner agrees to pay the Maintenance charges on the Payment Dates.

This Agreement shall commence on the Commencement Date and will continue for the Period of Agreement specified above and will continue thereafter on an annual basis unless terminated by either party giving prior notice not less than three calendar months.

For and on behalf of  
SURYA ELEVATOR SERVICES

  
 (Signature & Stamp)

For and on behalf of

Owner  
**Dr. T. SOMASEKHAR, Ph.D.,**  
CHAIRMAN

(Signature with Name & stamp)  
**INDIAN ACADEMY EDUCATION TRUST**  
 Hennur Cross, Hennur Main Road,  
 Kalyan Nagar, Bangalore - 560 043.

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**Sub: Renewal of Maintenance Contract:**

Dear Sir / Madam,

We would like to bring the following for your Notice, related to afore said Subject and expect your Response. The lift Maintenance Contract Dated 08-03-2022, Our Ref No: SES/ADMRL-B/BNG/2022-23/AMC0043, has expiring / expired on 30/04/2023, we propose to renew the contract effective from 01/05/2023 to 30/04/2024 with the terms and conditions mentioned in the agreement dated 08-03-2022 @ Rs.70,297/- (Seventy Thousand Two Hundred Ninety Seven) + GST@18% Rs.12,653.00 with Total of Rs.82,950/- (Rupees: Eighty Two Thousand Nine Hundred Fifty Only).

**PLATINUM SCHEME :****> In this scheme "SURYA" Shall undertake:**

1. To clean and lubricate elevator equipment during regular working hours once a Bi-Monthly / Quarterly as per the agreed terms of services.
2. To attend to the breakdowns during regular working hours with in **3-4 hours on your responsible person logged a complaint to our Service Centre**, on receipt of information at **Service Centre** from the Owner or any of his responsible authorized representatives. The owner must obtain complaint number from **Service Centre** at the time of reporting the breakdown and must switch off supply to the elevator. Machine room key should immediately be made available to "**Surya Elevators**" authorized technician on arrival at site.
3. To attend the breakdowns after normal working hours this may be deemed necessary to keep the elevator/s in safe working order.

**> Items Covered Under this Scheme:**

4. Surya Elevators will at its opinion repair / replace any parts detailed below which worn-out due to regular wear and tear: Brake liners, Contactors, Relays, Speed Governor switch, Push buttons, Door shoes, Rollers, Shaft information switches, Door lock parts, Car and Counter weight guide shoes, Resistances, Displays, Door bearings, Door rollers, Door Rope, Door drive belts, Door motor, Main motor(Rewinding, Only) and Diverter pulley's bearings, DC supply coils, Car safety mechanism, Landing Door Safety Device, Electro Mechanical Switches, Platform, Magnetic switches, Magnets, Door drive, Infrared Sensor, Controller parts (i.e. Relay boards, Mother board, Rectifies Boards, Opto Boards, I/O Signals Boards etc), Traction Gear(Repair Only), VVVF Drive(Repair Only), service and repairs of piston and cylinder only.

**> Items not covered in this Scheme:**

5. **Replacement** of Hoist Motor, Gear Box Oil, Speed Governor, Traction Machine, Traction Sheave, Brake Motor/magnet, Re-placements of Hoist ropes / governor ropes, Wiring, Electric mains, Decorative works of Lift Cabin or doors, repainting of car and landing doors, Door tracks, Door frames, Fan and Light fittings, Battery for the Alarm, Emergency Lights, ARD, Battery Charger, Intercom and Main VVVF Drive.

**Please Note:**

- If the Annual maintenance contract is renewed after the expiry date, there shall be additional Re-Inspectional charges of Rs. 2,000/- for each lift.
- The above said agreed rate for the maintenance shall carry an enhancement of 10% every year.

**PAYMENT TERMS & CONDITIONS:**

\*Amount shall be paid by Vide DD/ Account payee cheque in favor of "M/s. SURYA ELEVATOR SERVICES" payable at BANGALORE, subject to realization.

\* Please acknowledge the second copy of the same & send it back to us.

However it is hereby specially agreed that we would not in any way be liable to replace or repair free of charge, under this contract any damages cost to all or part of the elevator as a consequence of a faulty electrical system, and shall not apply in the event of negligence or misuse of the installation, or by reason of any cause expect normal usage, in such an event the cost of repair or replacement shall be borne by the owner himself. All damages due to rain, water seepage flooding, Fire or any calamity, acts of nature and God, Vandalism, Acts of Govt., Strikes, Theft, Blasts, Explosions, floods, Riots, Civil commotion, War Malicious mischief. Etc.

**GENERAL TERMS AND CONDITIONS:**

"SURYA", agrees with the owner to service the above Mentioned Lift/s on the following terms:-

1. "SURYA" will carry out the servicing of the above referred lift/s not less than 05 times in a year during their normal working hours. "SURYA" staff will check up the lift/s installation and also clean, lubricate and adjust the parts where such service is necessary.

"SURYA" will supply the required lubricants and cleaning material, except the gear box oil but any further supply is excluded. Repair and overhauling are not covered in the contract. All charges/ materials have to be beard by the customer.

2. "SURYA" will also attend to lift breakdown calls as quickly as possible on receipt of the information from the responsible person of the owner about the non-working or irregular working of the lift/s. The Owner shall switch off the power supply, if need be and shall give/or arrange to provide key of the lift Machine Room to "SURYA" promptly.
3. The AMC value, which is payable by the owner strictly in advance. "SURYA" will be entitled to stop rendering any service without notice and without prejudice to with interest up to the date of payment, when the owner has not paid the payment to "SURYA".
4. The owner agree not to interfere with the Lift Machine Room or its parts either himself or by any other person or persons. In the event of it being discovered by "SURYA" that there has been any breach of this covenant, this Agreement by will come to an end without prejudice

to the rights of "SURYA" claim any cost charge of expenses incurred by them for loss or damages suffered by them without being obliged to refund to the owner the maintenance charges paid by the owner under the clause hereof of any part thereof.

5. The owner shall keep the lift machine room locked and key and admittance shall only be allowed to "SURYA" personal on producing their identification cards or marks.
6. The owner agrees with "SURYA" to keep the whole lift installation but particularly the inside of lifts car and the landings outside the entrance doors as clean as possible so as to prevent irregularities in the working of the lift on account of excessive dirt and dust accumulations.
7. The owner hereby agrees with "SURYA" that in the event of any accident occurring to any person using or Intending to use the lift and/or as a result of the use of operation of the lift for any reason whatsoever the owner alone shall be responsible for the same and hereby agrees to indemnify and to keep "SURYA" saved, defended, harmless against any claim action and proceedings that may be made against "SURYA" in that behalf as against all cost, charges and expenses which "SURYA" may incur for which "SURYA" may become liable.
8. Either party not fulfilling any term, the other party shall released from any all their obligations and responsibilities and shall also have the right to cancel the Contract immediately by giving one Month's notice in writing.
9. The agreement does not cover charges for standby units or posting mechanic on special duty, the above said agreed rate for the maintenance shall carry an enhancement of 10% every year.

The customer shall pay in addition to the contract price mentioned here, any tax imposed upon the customer, or the company or the company's suppliers by any existing or future law, or under any statue court decision, rule or regulations becoming effective after the date of this proposal which is based upon or incident to the use, ownership or possession of the materials or equipment involved in the performance here of or service rendered hereunder.

#### **1. PAYMENT TERMS & CONDITIONS:**

- 1.1 The Contract price Exclusive of taxes, for the period of Yearly must be paid in advance before the Commencement of the contract.
- 1.2 Payment against bills submitted by the company must be settled by the customer within 15 Days of submission. Any payment not made at the due date shall bear interest at the rate of 24% per annum from such due date.
- 1.3 The company reserves the right to suspend the service including breakdown service and or discontinue any other work under this contract or any other contract with company until outstanding payment shall have been made as agreed and the company is assured that Subsequent payment will be made as they fall due.
- 1.4 *In case of a reported breakdown being attended by the company which it finds is due to Extraneous causes such as failure of power supply, improper of closing doors or unauthorized Interference by strangers over which the company has no control a service charge of Rs. 500/- (Five Hundred Rupees Only) Will be levied.*

## 2. SCOPE OF CONTRACT

### Company's undertakings:

- 2.1 Trained personnel employed by the company under expert guidance of its technical staff will carry out maintenance work.
- 2.2 The company will take all reasonable care and precaution in seeing that the elevators are safe, safe for use and are in good operating condition.
- 2.3 The company during its normal working hours, shall send at regular intervals and as Frequently As the company thinks necessary, having regard to the age, nature and condition of the elevator (But not less than 05 times per annum), a technician to systematically inspect, adjust and lubricate the parts of the elevator to the extent necessary to maintain the elevator in satisfactory working order. The company will supply all lubricants (made as per standards of the company) necessary for this purpose, except lubricant meant for Gear Box shall be on chargeable Basis at actual, provided if only replacement is required, upon the viscosity level of the lubricant grade .
- 2.4 Upon notification by the customer of a breakdown or failure in the elevator, the company shall send, as soon as may reasonably be possible and during the company's normal working hours, a technician to carry out necessary repairs in order to restore the elevators to satisfactory working condition.
- 2.5 The company will carry out according to its standards customary annual safety test to examine all safety devices. The company will not be required to make any other tests. The company will not be required to install new attachments nor to make replacements with parts of a different design to the elevator whether or not recommended or directed by insurance companies, or by governmental or Non-governmental authorities.
- 2.6 In Performing the services described under clause 2.1 to 2.5 hereof, the company will replace (Identical or equivalent item) or rectify at its option any component of the elevator rendered Defective due to normal wear & tear and arising out of ordinary an reasonable use of the Elevators except for such items and conditions which are excluded hereunder as particular and general exclusion.

### **2.7 General Exclusion**

- Refinishing repair or replacement of following components are outside the scope of this contract:
  1. Elevator car enclosure.
  2. Elevator car and landing door panels/ gates
  3. Bulbs (including indicator bulbs, fluorescent tubes) and alarm bell/ buzzer
  4. Cabin fans
  5. Incoming electrical wiring up to main switches in the m/c room
  6. Main switches in the m/c room
  7. Dry cells and batteries
  8. Door Operator and main hoist motor Inverters.
  9. Any equipment or accessory not forming part of the initial supply of the elevator equipment Although provided as a necessary by or the customer
  10. Decorative items including mirror and hand rail.
  11. Damages Arising due to high voltage/ short circuit to all Electrical/ electronic parts.

- AYRYA
- a) It is hereby specially agreed that we would not in any way be liable to replace or repair free of charge, under this contract any damage caused to all or part of the elevator as a consequence of a faulty electrical system, fire, water seepage flooding etc. In such an event all repairs and replacements as may be necessitated would be carried out at the cost and expense of the customer. It is recommended that the client should take adequate protection from insurance or similar companies to safe guard the equipment for damages that would occur due to such causes. In such an event the cost of repair or replacement should be reimbursed to us without any conditions or limitations.
  - b) It is agreed that the company will not be required to make renewals or repairs necessitated by reason of negligence or misuse of the elevator equipment.

2.8 The equipment listed below shows considerable wear & tears and will have to be replaced in the near future. However, in order to provide the customer with maximum utility from these items the company accepts these components in their present condition with the clear understanding that the Customer agrees to replace them at his cost, whenever called upon do so. The Company reserves the right to terminate the agreement if such Replacement is not carried out within the stipulated by the company.

### **3. CUSTOMER'S RESPONSIBILITIES:**

- 3.1 The customer undertakes.
  - To keep sills, machine room and pit clean.
  - To notify the company immediately of any malfunction whatsoever of the elevator.
  - To use and instruct all persons using the elevator to use it all times in accordance with the Company's reasonable instructions.
- 3.2 To prevent misuse or vandalism of the elevator.
- 3.3 To ensure that two trained persons in the building will be available for emergency rescue of trapped passengers.
- 3.4 To nominate two persons by name and designation for intimating breakdowns if any, to the company with clear understanding that the company will attend instructions of only such persons.
- 3.5 To keep the m/c room under lock and key.
- 3.6 Not to allow any other person, either his own or a third party to meddle with, repair or rectify any of the elevator components during the subsistence of this contract with the explicit understanding that any breach of this clause will relieve the company of all further Obligations under this contract.

### **4 CANCELLATION & TERMINATION**

- 4.1 The contract shall continue for a period stated in the clause 3.1 of this contract and shall Continue thereafter until terminated by not less than three months notice in writing by Either party, provided that the company shall be relieved from all liability, under this Contract for the safe working of the elevator and shall not be required to perform any Service.
- 4.2 The Company by notice in writing to the customer can forthwith terminate this contract.

In any of the following circumstances.

- i. If the customer fails to pay to the company moneys as and when due under this contract.
- ii. Where company is prevented for a continuous period of three months from performing its duties as per clause 2.1 to 2.6 for any reason and for any circumstance beyond its control.
- iii. Where without company's prior written consent any work within the scope of this contract is carried out by anyone other than the company's servants or agents.
- iv. Where after written notice to the customer about important work or replacement to be carried out which are not within the scope of this contract, the customer refuses or fails to carry out the said work, replacements within a reasonable time.
- v. Where the equipment is unreasonably used by the customer.

## **5. CALL BACK SERVICE:**

### **5.1 EMERGENCY MINOR ADJUSTMENT CALL BACK SERVICE:**

SURYA will provide emergency CALL-BACK service at no extra charge under this agreement. This CALL-BACK service will be extended on all working days as well as holidays for elevators located in cities/towns where SURYA has a Service Centre.

### **5.2 CHARGABLE CALL BACKS:**

For Call Backs arising from installations where SURYA does not have a service centre, a standard charge of Rs \_\_\_\_\_ per call will be charged over and above the Contract Price agreed upon.

SURYA also reserves the right to charge THE CUSTOMER for Call Backs (Inclusive of nuisance Call Backs) when such Call Backs are result of negligence or misuse of THE EQUIPEMENT or by reason of any cause which is beyond SURYA control.

## **6. GENERAL CONDITIONS.**

- 6.1 The company is not expected to assume possession or management of any part of the Equipment and the customer remain exclusively as the owner.
- 6.2 The company is not liable for failure to provide the service for any event beyond its reasonable control such as (including but not limited to) act of god, public enemy, Governmental authorities, expropriation, confiscation of facilities act of war or threatened War, hostility emergency, rebellion, sabotage, damage resulting from fire, flood, rain, Cyclone, explosion, sudden surges of voltages and current beyond the tolerance limits of the equipment, accident or riot strikes, lockouts or concerted act of workmen direct or indirect.
- 6.3 Where materials component parts or assemblies are no longer available Obsolescence or if they have been permanently taken out of production by the original Supplier then the supply and use of alternative replacement materials component parts or Assemblies (as the case may be) will be at the cost of the customer. In the event the Company consider themselves unable to supply any materials or parts for the purpose of This agreement shall forthwith terminate without prejudice to the companies accrued Rights and without any liability to the company for such terminations.

- 6.4 The Company reserves the right to shut down the elevator at any time during the contract Period if in its opinion the company feels that the condition of the elevator has become Unsafe for use either due to normal wear or tear or improper usage.
- 6.5 The company is not accepted to assume liability for injury (other than to its employees) or damage.
- 6.6 The company reserves the right keeps the controller cubicle locked.
- 6.7 The contract shall supersede all prior agreement or contracts of understandings between the parties hereto.
- 6.8 The elevators will remain out of commission during the period of maintenance work. No one will be allowed to use the elevator for any reason during the period.
- 6.9 Where the agreement is made with the customer residing or carrying out business in any Place outside the state of Karnataka in case of any dispute regarding payment, this Contract shall be taken to have been made in Bangalore and any legal proceedings which either party might be state outside the state of Karnataka shall be deemed expressly to have agreed to submit himself to the jurisdiction of the Karnataka courts.
- 6.10 In the event of any differences or dispute in connection with this agreement over the Rights or obligations of the parties have to the matter shall be settled by arbitration in Accordance with the Indian arbitration act of 1940.

**Our Bank Details**

Cheques/ DD's in favour of SURYA ELEVATOR SERVICES	
Company GST No	29ABSPA7559B1ZF
Account no	009311100002263
Bank Name	Union Bank of India (ANDHRA BANK)
Type Of Account	Current Account
Branch	Chamarajpet, Bangalore
IFSC Code	UBIN0800937

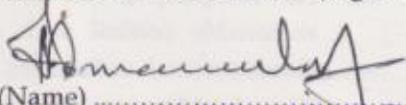
For SURYA ELEVATOR SERVICES.

(Name)  .....

(Executive-Customer Support)

Mobile No +91- 9900278980

For & Behalf of Customer (Signature)



(Name) .....  
**Dr. T. SOMASEKHAR, Ph.D.,**  
 CHAIRMAN  
 (Secretary/President)  
 INDIAN ACADEMY EDUCATION TRUST  
 (Behalf Of Association) Main Road,  
 Hanur Cross, Hanur Main Road,  
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