

**Otis Elevator Company (India) Limited**

Northern Region

Unit No. B-53/2, 3rd floor, Tower B The Corenthum, A-41 Sector - 62, Gautam Buddha Nagar, Noida 201301

Tel : (011) 4606-9000/9100, Fax : (011) 4600-9111, website : www.otis.com

**KENDRIYA VIHAR-II APPT OWNER'S ASSO.  
CUMUNITY CENTRE-I, KENDRIYA VIHAR-II,  
PLOT NO-3, SECTOR-82,  
NOIDA - 201304 , UTTAR PRADESH**

Date: January 24, 2023

**PAN No : AAAAK5568N**

**GST No : 09AAAAK5568N1Z0**

Dear Customer,

**Sub: AMC Renewal offer of Contract of OTIS Elevators at your premises-KENDRIYA VIHAR-II APPT OWNER'S ASSO.**

**Contract No. : MJ7531 No. of Units : 93 Contract type : M Branch ID : NU-Noida 2**

We take this opportunity to express our sincere gratitude for your patronage and trust reposed in our services during the current tenure of AMC contract. Please be assured of highest degree of services and our relentless efforts to meet with your expectations so that we can continue this relationship in time ahead and make it more stronger and long lasting.

We would like to bring to your kind notice that the present AMC is expiring on March 31, 2023. Since you are our esteemed customer we would like to provide the below proposal at special rates for multiyear AMC services. However, you may finalize Yearly / Multi-Yearly as per your convenience & ~~strike out which is not applicable~~. Kindly note, Payment Terms will remain unchanged.

We propose effective April 01, 2023 the elevator maintenance price in the existing contract be revised as under

Period	Apr'2023 To Mar'2024	Apr'2024 To Mar'2025	Apr'2025 To Mar'2026	Apr'2026 To Mar'2027	Apr'2027 To Mar'2028
Basic Amount (Half-Yearly)	1,351,301.00	1,554,040	1,787,105	2,055,131	2,363,431
CGST(Rate 9%)	121,617.09	Taxes as Applicable			
SGST(Rate 9%)	121,617.09				
<b>Total Amount</b>	<b>1,594,535.00</b>				

*Handwritten note:*  
old Rate - 11,75,008  
- 035,250  
3%  
-----  
12,10,258  
Safety certificates, Agreement

**Total Amount (Rounded off to nearest rupee) :**

**Rupees: Fifteen lacs ninety-four thousand five hu**

**Previous Outstanding : 4,974**

For any assistance required you may contact us on our 24 hour help line OTISLINE on toll free no. 1800227777 or our Customer Service Executive SAKET KUMAR on his mobile no. 9717772694

Your's faithfully,



**OTIS ELEVATOR COMPANY (I) LTD**

Registered Office : Otis Elevator Company (India) Ltd.

Magnus Towers, 9th Floor, Mindspace, Link Road, Malad (West), Mumbai - 400 064. Tel.: (91-22) 6679 5151 / 2844 9700

Fax: (91-22) 2844 9791 / 9793 Email: response@otis.com www.otis.com

CIN: U29150MH1953PLC009158| PAN: AAACO0481E



Please detach this slip and return along with payment

**ACCEPTANCE COPY (To be returned to OTIS)**

**Branch ID : NU-Noida 2**

**Contract No. : MJ7531 No. of Units : 93 Contract type : M Prop. Price : 1351301/-**

**Customer Name: KENDRIYA VIHAR-II APPT OWNER'S ASSO.**

**Address : CUMUNITY CENTRE-I, KENDRIYA VIHAR-II, PLOT NO-3, SECTOR-82, NOIDA - 201304 , UTTAR PRADESH**

PA Effective Date	Payment Mode	Amount	Taxes	Total Amount	Cheque No.	Date	Bank/ Branch
Apr'2023	Half-Yearly						
Apr'2024	Half-Yearly		As Applicable				
Apr'2025	Half-Yearly						
Apr'2026	Half-Yearly						
Apr'2027	Half-Yearly						

We hereby undertake to send TDS Certificate (as applicable) within 30 days from hereafter.

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\_\_\_\_\_

Customer Auth. Signatory/Designation

Customer's Signature

Date

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Mail dated  
15/03/2022

# SERVICE AGREEMENT

## GOLD PACKAGE



# OTIS

SPEED | EXPERTISE | CONCERN

Otis Elevator Company (India) Limited, (Registered Office)  
9th Floor, Magnus Towers, Mindspace, Off Link Road, Malad (West), Mumbai - 400 064.  
Email: [response@otis.com](mailto:response@otis.com), CIN: U29150MH1953PLC009158 PAN : AAACO0481E  
Telephone : (91-22) 6679 5151/28449700, Fax: 912228449791 /9793, [www.otis.com](http://www.otis.com)

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# AGREEMENT FOR OTIS MAINTENANCE

**Contract Category: GOLD**

**Contract No:** MJ7531

**Date:** 15/03/2022

**Free Service Expiry Date:**

**BETWEEN**

<b>OTIS ELEVATOR COMPANY (INDIA) LIMITED</b> 126/31 4TH FLOOR SHALIMAR SQUARE BN ROAD LALBAGH LUCKNOW 248005  GST-09AAC00481E1ZP	<b>CUSTOMER</b> KENDIRIYE VIHAR -II APPT OWNERS ASSOCIATION COMMUNITY CENTRE-1 KENDRIYE VIHAR -II PLOT NO-3 SECTOR -82 NOIDA UP
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<b>Site Address</b>	<b>Details of Equipment</b>
KENDIRIYE VIHAR -II APPT OWNERS ASSOCIATION COMMUNITY CENTRE-1 KENDRIYE VIHAR -II PLOT NO-3 SECTOR -82 NOIDA UP	Machine No. J007531 TO L004499  Model SINGLE SPEED

This contract shall commence from 01/04/2022 and shall continue thereafter until terminated.

### Scope of Otis Maintenance

**1. Otis Responsibilities:**

- (a) Otis will use trained and appropriately skilled personnel which it directly employs and/or supervises. They will be qualified to keep the Equipment properly adjusted and they will use all reasonable care to maintain the Equipment in efficient, reliable and safe operating condition.
- (b) Planned Maintenance: Otis will in accordance with the terms hereof, regularly examine, lubricate and adjust the Equipment and generally carry out planned maintenance in a systematic and controlled manner using Otis developed techniques and expertise. The frequency of examination will depend on the type of equipment and its location.
- (c) Repair Or Replace Parts: Otis will at its option, repair or replace any parts detailed in the following section 2 which, in its opinion are defective. Parts will be furnished by Otis on an exchange basis under which the replaced parts become the property of Otis. However Otis will not make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, Civil works, improper earthing, improper or temporary power supply, or repairs by others.
- (d) Parts replacement of Otis-make will be valid for 15 years from date of handover from new installation subject to 15 years of continuous Otis maintenance contract with the Customer. This will not be applicable for replacement of parts belonging to third party equipment manufacturer or where the services have not been continuously provided for 15 years by Otis to customer.

**2. Equipment Covered:**

- (a) Renew all wire ropes and chains (where fitted) as often as required to maintain an adequate factor of safety, to equalize the tension on all hoisting ropes, repair or replace conductor cables and hoist way and machine room elevator wiring.



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- (b) Systematically examine and adjust the following components :
- Machine & its subassemblies, Motor & Windings, encoder, Worm Gears & shaft, Bearings, Main & deflector, secondary Sheaves, Brake coils, liners and related assembly
  - Ropes or Coated Steel Belts (CSB) & associated parts including spring / rubber / thimble
  - Controller parts-Circuit breakers, fuses, Connectors, switches, Relays & Contactors, PCBs, Resistors, Line reactor, Line filter, Capacitors, Rectifiers, Transformers, Contacts, VF Drive & braking unit
  - Automatic Rescue device parts like printed circuit board, transformers, circuit breakers, contactor relays
  - Selector system subassemblies like Levelling Devices, Cams, Relays, Rectifiers, Transformers, Contacts, Leads, Dashpots, Timing Devices, Steel Selector Tapes and Mechanical and Electrical Driving Equipment
  - Governor, Governor Sheave, Shaft Assembly, Bearings, Contacts and Governor Jaws; Governor Tension Sheave Assembly
  - Car and Hall push Buttons, Car and Hall Position Indicators, 7 or 16 Segment displays or TFT & Small Monochrome displays Hall Lanterns bulbs or PCB's, Car Direction Indicators and all other Car and Landing Signal Fixtures, as installed by Otis
  - Otis Intercom, emergency light and alarm unit including battery, Emergency & Inspection control panel parts like PCB's, circuit breakers, Fireman switch excluding the glass
  - Car and Counterweight - Sheaves, Bearings, Car and Counterweight Guide Rails and Buffers, brackets, Car and Counterweight Guide shoes including Roller or Liner, Top and Bottom Limit Switches, Stop switches, Compensating Sheave , compensation ropes/chains, Position reference system door zone sensors/ Magnets/ vanes, Load Weighing sensors
  - Cabin Safety Mechanism and Cabin bottom Platform
  - Interlocks on Landing Door, Car & Landing Door Hangers, Guides, Automatic Power Operated Door Operator including VF drive, Car Door Contact, Mechanical Safety Shoe, 2D electronic door sensor
- (c) Furnish lubricants compounded to Otis' specifications.
- (d) Examine periodically all safety devices and governors and make all customary safety tests.

3. **Non-Otis Lifts - Spare Parts:**

The Customer has a right to keep the elevator in usable/working condition, which gives him a right for the replacement of worn out/damaged parts/components. The components/ parts requiring replacement/repair, would be procured by Customer. Otis will endeavour to check the quality and reliability of the components/ parts procured from third party manufacturer/sources to extent possible and reasonable.

The Customer retain its rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for the Customer and only for the limited purpose of maintenance. Customer assumes all liabilities and risks related to such third party software and will ensure it has adequate rights and permissions to allow Otis to have access to such software for purposes of maintenance.

4. **Service Tools:**

The Customer is responsible to secure its right to use any special service tools required to maintain its non-Otis equipment. These tools must be provided prior to Otis beginning maintenance on such equipment.

5. **Spare Parts Inventory:**

Otis will during the term of this contract maintain, a reasonable supply of frequently used replacement parts and lubricants selected by Otis to meet the specific requirements of the units. Otis further agrees to maintain a supply of major components in its National Service Centre available for express delivery in case of emergencies. Availability and delivery of spare parts inventory is subject to the market conditions and availability.

6. **Quality Control:**

Otis will perform an annual survey of the Equipment to verify that it conforms to Otis requirements. Otis will also conduct periodic field audits of its personnel to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and code consultation to support its maintenance organization.

7. **Safety Tests:**

Otis will periodically examine safety devices and governor of the Equipment to ensure user safety. In addition, Otis will conduct an annual no load safety test on the Equipment. Otis will endeavour in its

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service, repair and manufacturing facilities to restore the Equipment to normal services.

**8. Wiring:**

- (a) Otis will maintain current Otis engineering wiring diagram for the term of this Agreement and the same will be used exclusively by examiners or authorised Otis representatives.
- (b) Customer agrees to provide us with current wiring diagrams reflecting all previously made changes for Non-Otis Units covered by this Contract to facilitate proper maintenance of the Equipment. These diagrams will remain Customer property.

**9. Work Schedule:**

- (a) All work and services provided for in this Agreement are to be performed during normal working hours on normal working days. Additional costs incurred in carrying out work outside such times will be charged as extra for the overtime premium hours.
- (b) Any non-standard maintenance scheduled as per Customer request will be subject to additional cost.

**10. Call Back Services:**

- (a) Emergency Minor Adjustment Call Back Service: Otis will provide emergency minor adjustment CALL-BACK service under this Agreement. This CALL-BACK service will be extended 24 hours on all working days as well as holidays for elevators located in cities/towns where Otis has a Service Centre.
- (b) Chargeable Call Backs: Otis also reserves the right to charge the Customer for Call Backs when such Call Backs are the result of negligence or misuse of the Equipment or by reason of any cause which is beyond Otis' control, such as, Power failure, false calls, vandalism, misuse, Civil works, improper earthing/ temporary power supply, Customer security access system or repairs by others.

**11. Customer's Obligations:**

- (a) Access:  
Customer will allow Otis employees free and unhindered access to the Equipment, and the landings, lobbies and machine room associated therewith and all areas mentioned herein.  
These areas should be free of danger of falling objects; of ungrounded electrical wires and of tripping hazards, etc. which would pose a danger to those working on the Equipment.  
With due concern for safety of its employees, Otis reserves the right to suspend services when in their opinion Otis personnel are subjected to hazardous working environment at site.
- (b) Authorised Repairs:  
In the interest of safety of the Equipment and its users the Customer shall not direct or permit the repair, alternation, replacement or any interference with any of the Equipment or any part there of any items specified here in, by any person or organisation other than Otis, its employees or contractors, without Otis' prior consent.
- (c) Reporting:  
Customer will report details of unsatisfactory running or irregular performance of the Equipment and will keep clean and in good condition those parts excluded from this Agreement referred above.  
Customer will be legally responsible to report all the incidents - whether minor or major, immediately/within 24 hours, in writing to statutory authorities, wherever applicable and to Otis without any exception.
- (d) Lighting/Ventilation: Customer will provide the machine room with adequate lighting, cooling, moisture control, and/or ventilation as may be required in the judgement of Otis to assist its employees/authorized service in providing the work set out hereunder and in enhancing the effective operation of the Equipment.
- (e) Restricted Areas: Customer will keep away from any areas enclosing mechanical or electrical equipment, persons other than Otis' authorised employees and those expressly authorised by Otis. These areas will be used solely for their proper purposes. Customer will provide Otis unrestricted ready access to all areas of the building in which any parts of the units are located and to keep all machine rooms and pit areas free from water, stored materials and rubbish/debris. If any unit is malfunctioning or is in a dangerous condition, the Customer should immediately notify Otis and until Otis rectifies the problem, the Customer should agree to remove the unit from service and take all possible precautions to prevent its access or use.  
Customer should agree to display any material relating to safety/use of equipment and warnings to passengers in connection with the use of the elevators.
- (f) Mainline Disconnects  
Otis agrees to engage a qualified electrician to service at least once annually the elevator electrical main switches located in the elevator equipment room.

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Any counters, metres, tools, remote monitoring devices, or communication devices which Otis may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. Customer grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. Customer will restrict access to the service equipment to authorized Otis personnel. Customer agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. Customer will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, Otis will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Failure to comply with any of above requirements may result in Otis suspending the services until the needful is done in consideration of the potential safety hazard.

**12. Exclusions:**

Otis assumes no responsibility for the following items of elevator equipment, not included in this contract:

- (a) External wiring to elevator and to hoist-way/machine room including Earthing, RCBO/ ELCB if not existing, Automatic Rescue Device batteries.
- (b) Cabin panels, ceilings, floorings, hand resting rails, mirrors, other architectural features, 3D or Panachrome door sensor, Security access system components, CCTV equipment & cable, light bulbs/ tubes, light diffusers, starters & chokes.
- (c) Doors, cabin/ landing gates / doors, sills, door frames, car cabinet key, door unlocking keys in case of loss.
- (d) ELD/Plasma/LCD displays, electronic touch pad, Car & landing button plates.
- (e) Any other item not specifically mentioned as included in the clause 2 of Equipment covered.

**13. Negligence or Misuse of Equipment:**

Otis will not incur expenses and is not required, under the terms of this Agreement, to make renewals or repairs, necessitated by reason of negligence or misuse or any other cause beyond Otis' control except ordinary wear and tear. Cost of such renewals and repairs necessitated by reason of negligence or cause will be charged to the Customer.

**14. Other Safety Tests:**

Otis will not be required to make safety tests other than as set out in section 2 hereof nor to install new attachments, nor carry out structural or other alternations on the Equipment whether or not recommended or directed by insurance companies or by governmental authorities, nor to make any replacements with parts of a different design.


**15. Not an Insurance Contract:**

Otis will not be liable for any loss, damage or delay due to any cause beyond its reasonable control including, but not limited to, lack of shipping space, embargoes, acts of Government, strikes, lockouts, fire, explosion, theft, heavy rains, floods, riots, civil commotion, war, malicious mischief or acts of God. Should damage occur to Otis material, tools or work on the premises from any cause beyond its reasonable control, the Customer shall compensate Otis thereof. Otis will also not be liable for indirect/consequential losses, under this scope of work or any agreement, under any circumstances.

**16. No Possession:**

Otis does not assume or accept possession or management of any part of the Equipment, but such remains the Customer's, exclusively, as the owner or lessee thereof. Otis will not be liable to obtain any licenses, approvals, permissions or alike for or on behalf of the Customer who will be solely liable at their own cost to obtain, maintain and renew requisite licenses, approvals, permissions for operating and using the Equipment. Above scope of Otis maintenance is subject to the Otis Binding Terms and Conditions.

**We have read & understood the Otis Binding Terms and Conditions and the scope of Otis Maintenance and hereby confirm our acceptance to the same.**

  
 Otis Elevator Company (India) Limited

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### OTIS MAINTENANCE - TERMS AND CONDITIONS

1. **Scope of Services:** On request of the Customer, Otis will provide maintenance services ("Services") to the Customer for the Equipment identified subject to payment of agreed Fee by the Customer to Otis. All 'exclusions' specifically identified will be out of scope of Services and there will be no obligations, responsibilities, liabilities and alike on or of Otis for all or any such exclusions.
2. **Equipment:** Services to be performed by Otis will be limited strictly to the identified Equipment. Equipment is an OTIS elevator/escalator/walk way.
3. **Restricted Area:** The equipment machine room, shaft, landing area, electrical room, equipment room and lift pit are identified as 'restricted areas' accessible only to Otis personnel.
4. **Term:** These terms & conditions will continue to remain valid and binding between the Parties subject to price escalation every year and payment of Service Fee on or before the due date as agreed unless otherwise services are terminated.
5. **Service Fee:** The service fee is fixed for one year from date of commencement and is subject to escalation every year. Customer will pay the Service Fee in advance. Payment of Service Fee on time is an essence for provision of Services. In the event customer fails to pay the service fees the services stand suspended with immediate effect and Otis will not be responsible for any liability, damage, claims, arising out of this contract or under the law during the suspension of services.
6. **Delayed Payment:** Without prejudice to what is stated in clause 12, In event of delay or default on part of the Customer in making payment of Fee, customer will pay Otis an interest @18% per annum on unpaid amount till the date of actual payment. Any additional work done or services provided by Otis to Customer which is otherwise not part of agreed Services will be at an additional cost to be paid to Otis in advance. The Customer shall have no right to set-off against sums due under this agreement, any sums, which may be or which the customer may believe to be, due to the Customer from Otis.
7. **Taxes:** The Fee is exclusive of all taxes, cess, duties and other statutory outgoings and the Customer will pay, in addition to the Fee, any tax imposed upon it by any existing or future laws, including but not limited to Stamp duty, GST, and the amount of any tax imposed upon Otis, it's suppliers or the Customer under any statute, court decision, rule or regulation becoming effective after the commencement of Services which is based upon or incident to the transfer, use, ownership or possession of the materials or equipment involved in the performance hereof or the services rendered hereunder. In compliance with Section 171 of CGST Act 2017, the contract price has been determined after due consideration of the applicable taxes as on the relevant date (including but not limited to GST) on input side as well as on output side along with the available benefit of input tax credit as per the law. Any fresh or variation in statutory tax structure will borne by Customer
8. **Approvals:** Customer will be solely responsible at its own cost to obtain, maintain and keep valid during the term of the Services, all requisite approvals, permissions and licenses including lift license (hereinafter "approvals") as required under the applicable laws to operate the Equipment. Otis is not responsible to obtain any such approvals directly or on behalf of the Customer. Customer will submit a copy of lift license, if applicable, to Otis before commencement of Services, and any renewal thereof
9. **Representations, Warranties & Duties of the Customer:** Customer warrants and represents that:
  - 9.1. Customer is the owner of the Equipment or otherwise has sufficient legal rights and authority to enter into this contract for Services. In event of any change in ownership or contractual position the Customer will keep Otis informed else the Customer will continue to be solely liable towards Otis including for payments hereunder.
  - 9.2. No possession & ownership of the Equipment will be deemed to be passed on to Otis and Customer will continue to be solely responsible as owner & operator for safety, security & upkeep of the Equipment at its own cost.
  - 9.3. There are no third party claims, legal disputes, litigations, proceedings, action or adjudications pending before any judicial or quasi-judicial forums and statutory or regulatory authorities which may in any manner affect the decision of Otis to enter into agreement.
  - 9.4. Customer and any of its representative is not named or listed in any sanctioned list(s) issued by any government or law enforcement agencies across the globe which may in any manner affect ability of Otis to enter into this agreement.
  - 9.5. Customer will allow Otis representatives free and unhindered access to the Equipment and restricted areas and ensure safe workplace for Otis personnel. Otis reserves the right to suspend services when in their opinion Otis personnel are subjected to unsafe working conditions at site.
  - 9.6. Customer will not allow access to Restricted areas and Equipment to any third person. Otis will not be responsible for any damage caused to Equipment or restricted areas or bodily harm or death caused during or after such unauthorized access.
  - 9.7. Customer will refrain from soliciting or entering into any unauthorized arrangement with Otis representatives, subcontractors and technicians for any purposes.
  - 9.8. Otis will not be responsible for any loss or damage caused to Equipment due to inadequate power supply or power outage.

*Safat Kumar*  
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- 10. **Suspension of service and Right to suspend:** In the event, if customer fails or refuses to pay the Service fees on or before the due date the services stand suspended with immediate effect. Further Otis reserves the right to suspend the Services with no further liability or obligation if, at any time, the Customer (i) makes or attempts to make unauthorized arrangement with an Otis representative (ii) allows unauthorized work on the Equipment or the restricted area (iii) does any act or omission which affects the ability of Otis to perform Services or poses any risk to safety & security of Otis personnel and (iv) occurrence of a force majeure events.
- 11. **Effect of Suspension:** In the event, if customer fails or refuses to pay the Service fees on or before the due date then Otis will not be responsible for servicing the equipment from the due date and customer will be solely responsible for any consequence(s) suffered by the Customer or any third person, including but not limited to any accidents, damages or loss to equipment or other property, bodily harm and injury to or death of any person during the period of suspension of services due to any of the above reasons. Customer without limitation will keep Otis indemnified for any consequence(s) during period of suspension.
- 12. **Indemnity:** Customer will indemnify and keep Otis and its personnel, management, employee, agents and representatives indemnified against all or any claims, demands, cause of actions, damages, costs, expenses, punitive orders, judgments, actions, legal cost and alike, whether raised by third by part or not, incurred by Otis due to breach of any contractual terms hereof by Customer or its representatives. Notwithstanding anything under contract or law, the liability of Customer to indemnify Otis will be without limitation in following cases- (i) consequences suffered, including but not limited to death, injury, illness or loss of property suffered or third party claims, during period of suspension of services, (ii) act of bribe/corruption, (iii) unauthorized access to third parties or interference with equipment or maintenance of Equipment, (iv) unauthorized solicitation or business dealing with Otis representatives, (v) breach of intellectual property rights of Otis or third party, and (vi) failure to comply with applicable laws.
- 13. **Limitation of Liability:** Otis will be liable only for direct damage to Customer if caused due to direct, gross and wilful negligence during performance of Services. Not with standing anything else herein and to the extent permitted by the law, Otis' total liability in contract, tort, strict liability or otherwise arising in connection with the services shall be limited to the aggregate amount paid by Customer to Otis in the last 12 months for the affected equipment. Not with standing anything else in these terms and conditions, Otis shall in no event be liable to customer for any indirect, incidental, collateral, special, punitive or consequential damages or losses such as loss of revenues, loss of profits, or harm to business reputation, whether foreseeable and whether arising in contract, tort, strict liability or

- otherwise. Otis liability is expressly excluded for period of suspension of services.
- 14. **Termination by Otis:**
  - 14.1. Convenience – Otis retains the right to terminate the Services at convenience by a written notice of 30 days to the Customer with or without cause.
  - 14.2. Termination on failure to make payment- Otis retains the right to terminate the Services immediately if the Customer fails to make payment to Otis as agreed and a period of 30 days has expired from agreed due date.
  - 14.3. Termination with Immediate Effect - Otis reserves right to terminate the Services with immediate effect without any prior notice, if
    - (a) Customer fails to obtain, maintain or renew any approvals/permissions as per law.
    - (b) Customer is involved in any act of fraud, payment of bribery or facilitation fees, corruption or offence involving moral turpitude whether or not for facilitating or expediting any government action.
    - (c) Petition has been filed against or by Customer for bankruptcy, liquidation or winding up.
    - (d) Legal & beneficial ownership of building has changed or is under dispute with a third party before any statutory authority.
    - (e) If Otis finds that, the Equipment has been subjected to unauthorised / unreasonable use or any third party interference or non-Otis spare parts have been used.
    - (f) Otis is prevented from performing any obligation by any cause outside its control.
    - (g) If Otis finds that, there is a material change in the original intent of the usage of the Equipment or in the function or character of the building.
    - (h) Any unauthorized work upon the Equipment undertaken by anyone other than Otis representatives.
    - (i) Customer refuses or fails to carry out work or replacement falling outside the scope of Services/agreement, within a reasonable period of time, after written notice from Otis that such work or replacement is necessary.
  - 14.4. The Customer shall be entitled to terminate the Services forthwith by giving Otis ninety (90) days' notice in writing in either of the following events and Otis' responsibilities and entitlements under these terms and conditions shall cease forthwith:

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- (a) where the building is vacated.
- (b) where The Customer furnishes proof that there has been a change in the legal and beneficial ownership of the building.

14.5. This Contract will be deemed null and void, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations including but not limited to Indian laws and US Laws as applicable.

15. **Data Privacy:** The products and/or services being provided may result in the collection of Personal Information. Otis and the Customer will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this agreement. With respect to any Personal Information provided by Customer to Otis, Customer shall be the Controller and Customer warrant that Customer have the legal right to share such Personal Information with Otis and Customer shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once Customer have lawfully provided Personal Information to Otis, Customer and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may authorize internal transfers and may share such Personal Information across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may store Personal Information provided by Customer on servers located and accessible globally by Otis entities and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs.

16. **Intellectual Property:** All intellectual property rights, including but not limited to inventions, patents, copyrights, trade secrets, know-how, test results, designs, technical specifications &

information, in the systems and deliverables which during performance of Services are delivered by Otis or are part or result of the work performed will be owned exclusively by Otis globally. Any third party owned systems used by Otis for performance of Services will continue to be property of such third party.

17. **Force Majeure:** Otis will not be in breach of this contract or be liable to the Customer if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, but not limited to strikes, lock-outs, industrial disputes, fire, flood, acts of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, epidemic, legislation, regulation, order or other act of any government or entity. Customer will be responsible to ensure conditions are conducive to enable Otis resume Services.

18. **Confidentiality:** These terms and conditions will be treated as a confidential document by the Parties and neither Party will disclose or make public in whole or in part any content of the terms and conditions unless otherwise consented to in writing by the Other Party. Provided the restrictions herein shall not apply where these terms and conditions or part thereof is required to be disclosed under orders of any court or a judicial forum.

19. **Dispute Resolution:** All or any disputes and differences will be resolved amicably by the Parties through mutual discussions. On failure to arrive at an amicable resolution within 15 days of receipt of notice from aggrieved Party, the Parties will refer the dispute for adjudication to arbitration under Arbitration & Conciliation Act, 1996. All such unresolved disputes will be decided by a Sole Arbitrator to be appointed mutually by the Parties within 30 days of receipt of notice and in event of failure to appoint a mutual arbitrator, parties will request the competent court of jurisdiction to appoint an arbitrator. Place of arbitration shall be Mumbai/Bangalore/Delhi/Kolkata (please select appropriate) and the decision of the arbitral tribunal will be final and binding on the Parties.

20. **Notices:** All notices, authorizations, and requests in connection with the Services and terms & conditions must be in writing and will be deemed given as of the day they are received through registered post or in the email inbox addressed to the authorized signatory as identified herein this Agreement.

21. **Jurisdiction:** The Courts at NEW DELHI will have exclusive jurisdiction over these Terms & Conditions and any matter related thereto.

We have read & understood the terms and conditions and hereby confirm our acceptance to the same.



OTIS

(200)

**CONTRACT PRICE**

Contract no	No of units	AMC start date	Payment Terms	Basic Price	Taxes/GST Extra as applicable	Total
MJ7531	93	01/04/2022	HY	RS.11,750,08.00	RS.2,115,01.00	RS.13,865,10/-

Contract price (In words)..... **THIRTEEN LAC EIGHTY SIX THOUSAND FIVE HUNDRED TEN ONLY.**

Accepted by **THE CUSTOMER**

BY : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

TITLE : \_\_\_\_\_

DATE : \_\_\_\_\_

**OTIS ELEVATOR COMPANY (INDIA) LIMITED**

BY : **SAKET KUMAR** \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

TITLE : **SSE** \_\_\_\_\_

DATE : **15/03/2022** \_\_\_\_\_




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**For any assistance, Call OTIS LINE  
Toll Free Number : 1800-103-0055 / 1800-22-7777**

Visit us at: [www.otis.com](http://www.otis.com)

# Annual Maintenance Contract Renewal

# OTIS

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OTIS Elevator Company (India) Limited  
Northern Region

126/31, 4th Floor Shalimar Square, BN Road, Lalbagh, Lucknow 226001

Tel: (011) 4606-9000/9100, Fax: (011) 4606-9111, website: www.otis.com

KENDRIYA VIHAR-II APPT OWNER'S ASSO.  
CUMUNITY CENTRE-I, KENDRIYA VIHAR-II,  
PLOT NO-3, SECTOR-82,  
NOIDA - 201304, UTTAR PRADESH

Date: January 25, 2022

PAN No: AAAAK5568N

GST No: 09AAAAK5568N1Z0

Dear Customer,

Sub: AMC Renewal offer of Contract of OTIS Elevators at your premises-KENDRIYA VIHAR-II APPT OWNER'S ASSO.

Contract No.: MJ7531 No. of Units: 93 Contract type: M Branch ID: NU-Noida 2

We take this opportunity to express our sincere gratitude for your patronage and trust reposed in our services during the current tenure of AMC contract. Please be assured of highest degree of services and our relentless efforts to meet with your expectations so that we can continue this relationship in time ahead and make it more stronger and long lasting.

We would like to bring to your kind notice that the present AMC is expiring on March 31, 2022. Since you are our esteemed customer we would like to provide the below proposal at special rates for multiyear AMC services. However, you may finalize Yearly / Multi-Yearly as per your convenience & strike out which is not applicable. Kindly note, Payment Terms will remain unchanged.

We propose effective April 01, 2022 the elevator maintenance price in the existing contract be revised as under

Period	Apr'2022 To Mar'2023	Apr'2023 To Mar'2024	Apr'2024 To Mar'2025	Apr'2025 To Mar'2026	Apr'2026 To Mar'2027
Basic Amount (Half-Yearly)	<del>1,311,876.00</del> 11,75,008 (3% increase)	1,508,664	1,734,939	1,995,159	2,294,439
CGST(Rate 9%)	118,068.84	Taxes as Applicable			
SGST(Rate 9%)	118,068.84				
Total Amount	1,548,014.00				

*Handwritten notes:* Nagendra 10/03/2022, AK Bhattacharya 11/3/22

Total Amount (Rounded off to nearest rupee): 1,548,014

Rupees: Fifteen lacs forty-eight thousand fourteen only

Previous Outstanding: 8,395

For any assistance required you may contact us on our 24 hour help line OTISLINE on toll free no. 1800227777 or our Customer Service Executive SAKET KUMAR on his mobile no. 9717772694

Your's faithfully,

OTIS ELEVATOR COMPANY (II) LTD

Registered Office: 1005 Elevator Company, 10th Floor, Magnus Towers, 9th Floor, Mindspace, Link Road, Malad (West), Mumbai - 400 064. Tel.: (91-22) 6679 5151 / 2844 9700  
Fax: (91-22) 2844 9791 / 9793 Email: response@otis.com www.otis.com  
CIN: U29150MH1953PLC009158 PAN: AAACO0481E

Turn over

to refer **TERMS & CONDITIONS**  
to find **BANK DETAILS** for ease of payment  
and our latest **VALUE ADDED PRODUCTS**

Authorized Signature

*Saket*

**Terms & Conditions:**

- CASH NOT ACCEPTED.
- Payable on presentation, interest @ 21%p.a. would be levied on delayed payments
- TDS Certificate under the applicable laws (including but not limited to GST) must be issued as per the timelines prescribed in the respective Acts

We accept RTGS/NEFT Payments: Our Bank Account details (Please indicate Invoice number as reference for further communication)

Name of account: Otis Elevator Company (India) Limited  
Branch: Citi Bank N.A., D N Road, Fort, Mumbai -400001

Account No.: 0001041037