### KONE ELEVATOR INDIA PRIVATE LIMITED 183/184, R.P. Road, Secunderabad - 500 003. Ph.: 27535329. TO MIS CHEQUE & D.D. MODI PROPERTIES RECEIPT -SECUNDERABAD SI NO Date 5/7/05 Date 30/6/01 Drawn on 140cr Paule by Cheque / Draft No.\_ 2422/-Rs. For Kone Elevator India Private Limited Prepared by Chkd. by **Authorised Signatory**

Regd. Office: 50, Vanagaram Road, Ayanamadam, Chennai - 602 102.

29<sup>th</sup> June-05

Mis. Jisha Kiran Complex Near Paralise M. G. Road Secundorabad – 500 003.

a



KONE Elevator India
Private Limited
No. 183/184,
Rashtrapathy Road,
P.B. No. 1541
Secunderabad - 500 003
Tel: +91 040 27535329, 27532116

Fax: +91.04077 Fmail: keisec@vv

Kmd Attn: Mr. Pramodi Yodi.

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Laance Contract for the lifts installed at Usha Kinn Complex. For tax message dated 23.06.05.

the above, we have been trying contact over photocomic solution contact.

And the prest you to give appointment at your convenient time allowing us to the ending to

anking you.

: Controlly,

RE ELEVATOR ANDIA FOR THE LIMITED

P. V. SUBRA RAO D. SUBSS MAÑAGER - SERVICE. Shorter River 200 30/6/25.

G8480 54119

Regd, Office 50 Vanogar Ayanambi Chenna Tel +9 Taz +—

VIII her file



Elevators Escalators

Dated 29th June, 2005.

The Managing Director
Modi Properties & Investments Pvt Ltd
5-4-187/3&4, III rd Floor
MG Road
Secunderabad

Regd. Office & Factory

KONE Elevator India

Private Limited

50 Vanagaram Road

Ayanambakkam

Chennai - 600 095

Tel +91 44 26533901 (6 lines)

Fax +91 44 26533912

Dear Sir,

We are in receipt of your letter to our Managing Director and since he is not in office I am replying on his behalf. At the outset our apologies for the inconvenience caused.

We do have VAT implication on comprehensive contracts and based on your letter I am asking our legal and taxation department to give us advise on this issue.

In the meantime I am asking our branch people to continue service and your cheque will be deposited after we mutually resolve the issue.

We will come back to you by next week on this issue.

We apologize for any hurt that we might have been caused due to the tone of our letter and it is not our intention to be abrupt and unilateral.

Thanking you,

Yours faithfully,
For KONE ELEVATOR INDIA PVT LTD

S.EMMANUEL RAJASEKAR

GENERAL MANAGER - Service Business



23<sup>rd</sup> June 2005.

To, The Managing Director, M/s. Kone Elevators India (P) Ltd., 50, Vanagaram Road, Ayanambakkam, Chennai – 600 095.

Dear Sir,

Sub: Annual Maintenance of 2 nos. Kone Lifts installed at Usha Kiran Complex – Reg.

Ref: 1) Your fax letter no. SKEI 146108-2005 dated 21/06/2005.

2) Your letter no. SKEI 146025-2005 dated 06/04/2005 (received on 15/06/2005)

We are very shocked to receive the above referred fax, withdrawing services from Kone Elevators at Usha Kiran Complex.

We have enjoyed a warm and cordial relationship with Kone for decades. Apart from these, we have several elevators at our other projects like Mayflower Park and Gardenia. Your branch office located in one of our buildings.

Your executive have met me at 15/06/05 asking for an increase of AMC charges on account of VAT & service tax. We had requested a letter confirming the VAT & Service tax. We received an anti dated letter on 17/06/05, while we have never refused delayed payments. The attitude of your staff at your branch office does not encourage to do any further business with your company. Our consultants are on the opinion that no VAT is payable. This is also confirmed by other lift companies. I am also sending a payment of Rs. 35,000/- (Rupees thirty five thousand only) on an adhoc basis to your branch office till this matter is cleared.

I request you to please look into the matter, so that such an incident is not repeated.

Thank You.

Yours truly,

for PRAMODI MODI.

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Whi agen 2005 of

Copy to: 1) The Works Manager, Kone Elevators, Chennai

2) The Branch Manager, Kone Elevators, Secunderabad.

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23<sup>rd</sup> June 2005.

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The Managing Director,
M/s. Kone Elevators India (P) Ltd.,
50, Vanagaram Road,
Ayanambakkam,
Chennai – 600 095.

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KONE

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10 - 5100 -2605 - 1008

SURECTOR

WILLIAMS STAVESS LINTS PVI LID

SHIPPING SALES STAVESS LINTS PVI LID

STATEMENT STATEMENT

NONE Elevator India Private Limited

140. 183/184 Britishpath, Bosy P.S. No. 1841

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Sequest you to release the order & payment immediately for

The first KONE will not be resourcible for any risks, loss or the elevator often suspending the service. The service is the service of the service.

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Payment Partienlars Of KONTE of Previous year. AMC Amil & Doogos B34,0000 Audehu folkis gen som Bre B 37,422m Appron. Increase is 10% Kindly Advese enly regard No. Berwene - renew at last years 2000-28,123 increase 2000 - 2001 - 29,530 -2001-2002 1300= 2002 - 2003 30,000 470 = IJW = 2003 - 2004 - 31,500 2500= 2004-2005 34,020 2005-2006

To,

Mr.Pramod Modi Sir,

Sir,

The enclosed copies are AMC papers of M/s Kone Eleveter India (P) Limited of Usha Kiran Comples. The same contract was to be renewed from 1<sup>st</sup> June 05. As Mr.Soham Modi sir, was taking legal opinion on VAT and Service Tax, he asked you to release Rs.35000/- on adhoc basis and the same was released and received by them.

Hence you are requested to release difference amount of Rs.2422/- (Two Thousand Four Hundred Twenty Two Only) on the name of M/s Kone Eleveter India (P) Limited and you have to sign on enclosed document wherever marked with pencil.

Kindly do the needful.

Regards,

(A.S.REDDY)

### **ABSTRACT**

Total Contract Value Amount released on Adhoc Different Amount 37,422.00 35,000.00 2,422.00 Jes Ja

### VENUCIOPAL - 98850 9848871728



Ref: KEI / 146108

May 10,2005

MODI PROPERTIES & INVESTMENTS PVT. LTD. 5-4-187/3 AND 4 M G ROAD SECUNDERABAD - 500003 ANDHRA PRADESH

Dear Sir,

KONE Elevator India Private Limited

No. 183/184, Rashtrapathy Road, P.B. No. 1541

Secunderabad - 500 003

Fax: +91 040 27533755

Tel: +91 040 27535329, 27532116

Sub: Renewal of ComprehensiveAnnual Maintenance Contract for Lift No L/12290,12802, installed at the above premises.

We draw your attention to the renewal of the lift services contract. As such we enclose a set of contract forms in duplicate from 01-06-2005 to 31-05-2006 at the rate of Rs. 37,422.00 (Rupees Thirty-seven thousand four hundred twenty-two only)

Our charges has been considered due to increase in procurement cost of materials, labour charges, conveyance expenses and consumables etc.

We are sending the contract in duplicate without signature. We request you to return the copies duly signed and stamped in token of your acceptance of the contract amount and on receipt of the same we will send back one copy with our signature and date for your records.

Thanking you and assuring you of our best services at all times.

Yours Faithfully.

for KONE ELEVATOR INDIA PRIVATE LIMITED

(SERVICE MANAGER

Colors of the co

Regd. Office & Factory

50 Vanagaram Road Ayanambakkam Chennai - 600 095

Tel +91 44 26533901 (6 lines)

Fax +91 44 26533912



## MAINTENANCE CONTRACT FOR ELEVATORS COMPREHENSIVE

This contract is made this 31/05/2005 between KONE Elevator India Private Limited at 183/184 Rashtrapathy Road - Secunderabad - 500003 (address) hereinafter called "the Company" and MODI PROPERTIES & INVESTMENTS PVT. LTD. (name of the customer) hereinafter called "the Customer".

1.0	Customer Details	MODI PROPERTIES & INVESTMENTS PVT. LTD.
1.1	Address of the Customer	M G ROAD PARADISE CIRCLE SECUNDERABAD-500003
2.0	Lift No	12290,12802,
2.1	Site Address	M G ROAD PARADISE CIRCLE SECUNDERABAD-500003
3.0	Contract Type	COMPREHENSIVE
3.1.a	Job Number	146108
3.1.b	Contract Number	KEI / 146108
3.2	Contract Period	01/06/2005 to 31/05/2006
3.3	Contract Price	Rs. 37,422
4.0	Variation in contract price	

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 statute court decision, rule or regulations <u>becoming effective after the date of this proposal</u> 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.

MM



- 5.0 Payment terms & conditions:
- 5.1 The contract price inclusive of taxes, for the period must be paid in advance before the commencement of the contract.
- 5.2 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.
- 5.3 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 untill all outstanding payment shall have been made as agreed and the Company is assured that subsequent payment will be made as they fall due.
- 5.4 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 closing of doors or unauthorised interference by strangers over which the Company has no control a service charge of Rs.250/will be levied.
- 6.0 Scope of contract

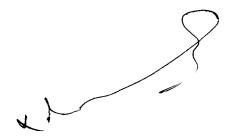
### Company's undertakings:

- 6.1 Trained personnel employed by the Company under expert guidance of its technical staff will carry out maintenance work.
- 6.2 The Company will take all reasonable care and precaution in seeing that the elevators are safe for use and are in good operating condition.
- 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 SETEUT 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.
- 6.4 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 elevator to satisfactory working condition.
- 6.5 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.

INM



- 6.6 In performing the services described under clause 6.1 to 6.5 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 and tear and arising out of ordinary and reasonable use of the elevator except for such items and conditions which are excluded hereunder as particular and general exclusions.
- 6.7 NIL
- 6.8 General Exclusions
- a) Refinishing, repair or replacement of following components are out side the scope of this contract:
  - (i) Elevator car enclosure
  - (ii) Elevator car and landing door panels / gates
  - (iii) Bulbs (including indicator bulbs, fluorescent tubes) and alarm bell/buzzer
  - (iv) Cabin fans
  - (v) Incoming Electrical wiring up to main switches in the m/c room
  - (vi) Main switches in the m/c room
  - (vii) Dry cells and batteries
  - (viii) Any equipment or accessory not forming part of the initial supply of the elevator equipment although provided as a necessary accessory by or the customer
  - (ix) Decorative items including mirror and hand rail
- b) It is hereby specifically 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 owner. 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.
- c) It is agreed that the Company will not be required to make renewals or repairs necessiated by reason of negligence or misuse of the elevator equipment.

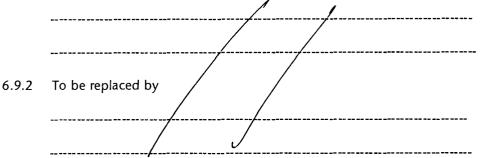


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The equipment listed below show considerable wear and tear and will have to be replaced in the near future. However, in order to provide the customer with maximum utility from these items the Company accepts these components in their present condition with the clear understanding that the customer agrees to replace them at his cost, whenever called upon do so. The Company reseves the right to terminate the agreement if such replacement are not carried out within the time stipulated by the Company.

6.9.1 Parts to be replaced



- 6.9.3 The Company shall submit bills for chargeable items under the contract as per clause 6.9 and the customer shall pay the full amount within 15 days of the date of this bill.
- 7 Customers responsibilities

The customer undertakes

- 7.1 To keep sills, machine room and pit clean
- 7.2 To notify the Company immediately of any malfunction whatsoever of the elevator
- 7.3 To use and instruct all persons using the elevator to use it all times in accordance with the company's reasonable instructions.
- 7.4 To prevent misuse or vandalism of the elevator
- 7.5 To ensure that two trained persons in the building will be available for emergency rescue of trapped passengers.
- 7.6 To nominate two persons by name and designation for intimating breakdowns if any, to the Company with clear understanding that instructions of only such persons will be attended by the Company.
- 7.7 To keep the m/c room under lock and key.
- 7.8 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 breech of this elause will relieve the Company of all further obligations under this contract.

KESV/F003/A/03

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# KONE

#### 8.0 CANCELLATION & TERMINATION

- 8.1 The contract shall continue for a period stated in the clause 3.3 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 elevetor and shall not be required to perform any service.
- 8.2 The Company by notice in wiriting 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 contractor;
  - ii) Where Company is prevented for a continuous period of three months from performing its duties as per clause 6.1 to 6.6 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 any one 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.
- 9.0 GENERAL CONDITIONS

**COMPREHENSIVE** 

- 9.1 The company is not expected to assume possession or Management of any part of the equipment and the customer remains exclusively as the owner.
- 9.2A 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 authority, 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 currents beyond the tolerance limits of the equipment, accident or riot strikes, lockouts or concerted act of workmen direct or indirect.
- 9.2B Where materials, component parts or assemblies are no longer available due to 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, then this agreement shall forthwith terminate without prejudice to the Company's accrued rights and without any liability to the Company for such termination.
- 9.3 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.
- 9.4 The company is not expected to assume liability for injury (other than to its employees) or damage to property resulting from or caused by the elevator during its operation.

KESV/F003/A/03

5 of 6



- 9.5 The company reserves the right to keep the controller cubicle locked.
- 9.6 The contract shall supersede all prior agreement or contracts of understandings between the parties hereto.
- 9.7 The elevator will remain out of commission during the period of maintenance work. No one will be allowed to use the elevator for any reason during this period.
- 9.8 Where the agreement is made with the customer residing or carrying out business in any place outside the state of Tamil Nadu in case of any dispute regarding payment, this contract shall be taken to have been made in Chennai and any legal proceedings which either party might be entitled to take against the other under this contract shall be instituted in a court of competent state outside the State of Tamil Nadu shall be deemed expressly to have agreed to submit himself to the jurisdiction of the Chennai courts.
- 9.9 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.

Signed for Customer (Signature)	Signed for Kone Elevator India Private Limited,
(Name) de Pramodelado (Designation)	(Name) J. W. Swams Am (Designation)
(Seal)	(Seal)

Sent in duplicate without signature; Customer return us all copies signed; on receipt, one copy will be sent back to customer with signature for KEI

Kind Alla-Mr. Richadson

KONE

SKEI: 146025 -2005

April 6, 2005

TO
THE MANAGING DIRECTOR
MODI PROPERTIES & INVESTMENTS PVT LTD
5-4-187/3&4, 3<sup>RD</sup> FLOOR, M.G.ROAD
SECUNDERABAD.

KONE Elevator India
Private Limited

Private Limited No. 183/184, Rashtrapathy Road, P.B. No. 1541

Secunderabad - 500 003 Tel: +91 040 27535329, 27532116

Fax: +91 040 27533755 Email: keisec@vsnl.net

Dear Sir,

Sub: Annual Maintenance of Kone Lift (s) installed at Ushakiran Complex.

With reference to the above subject and we wish to inform your good self that as effective from  $9^{\text{th}}$  Sep'2004 service tax on elevator maintenance has increased from 8% to 10.2%, Sales tax (VAT) from 5.6% to 12.5% and due to price increase in the material, oil, lubricants and labour, we are constrained to increase 10% over the previous year's price.

Now it is very difficult to offer any further discounts on the quoted price.

Hence we request your good self to release the work order and payment immediately for Rs.37, 422/- for the period from 01-Jun-2005 to 31-May-2006 covering 2 lifts.

Thanking you and assuring you of our best attention and services at all times.

KONE ELEVATOR INDIA PVT LTD

J.GOPĂLA KRISHNA BRANCH ACCOUNTANT

Regd. Office & Factory
50 Vanagaram Road
Ayanambakkam
Chennai - 600 095
Tel +91 44 26533901 (6 lines)
Fax +91 44 26533912

Knod Att: Mr. Kaffig



JOB NO: 146108

DATE: FEB 19, 2005

TO
THE INCHARGE
USHA KIRON COMPLEX
S D ROAD

SECUNDERABAD.

KONE Elevator India Private Limited

No. (BW)B4 Resimposter Road, P.B. No. 154)

Secundoralised (200,003)

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Fax + 191 (MO 27 (337))5. Email::keeec@sant.cet

Sub: Supply & Installation 1No. SWING DOOR to kone lift installed at your premises

We are pleased to submit our quotation for carrying out the tollowing work on the each elevator to bring back the lift to our maintenance standards.

KHITTON	<u>oty</u>	UNIT PRICE	AMOUNT
SWING DOOR	61	Rs.14, 350.00	Rs.14, 350.00
	TOTAL:		Rs. 14, 350.00

COPPOSE FOURTEEN THE COSAND THREE HUNDROOF

Quotations are effective for well change without notice.

mo subject to

Our quotation includes on date of this progressal your account. If any other will be to your account

in the rate current some series of the rate will be to see sed after the date of this proposal this

FULL PAYMENT IN ADVANCE ALONG WITH ORDER.

DELIVERY: We can complete the work  $v_i = \underline{\theta 2}_i$  weeks from the date of seccipt of your order, advance payment, layout approval and settlement of all technical details, whichever is later.

NOTE:

This contract being for supply and electron, any packing cases, or left over mare hals or tools tackles instruments etc., brought to site and dismantled old materials shall remain our property. A suitable rebute for the dismantled old materials has already been allowed in our proposed contract price.

CCEPTED N DUPLICATE ON20	Weg
SIGNATURE	P.V.SURBA RAO  JBUSINESS MANAGER-SERVICE
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Regd. Office & Lactory 30 Vanagarans Road Avanarobakkam Chemna - 600 69 ; 4eL + 91 44 2653 3901 (6 lines) Fax + 91 44 2653 391 ;