

Ref:

Date: 23-10-2024

SOLD TO PARTY ADDRESS

M/s. GV Research Centers Pvt. Ltd.
5-4-187/3&4, IInd Floor Soham Mansion M.G. Road
Secunderabad-500003, Telangana.
GSTNO:36AAHCG4562D1ZP

SHIP TO PARTY ADDRESS:

Innopolis, Sy no-542, Genome Valley,
Thurkapally, Hyderabad-500078, Telangana

Dear Sir,

Sub: Proposed Mitsubishi Elevators for your project Innopolis, Sy no-542, Genome Valley, Thurkapally, Hyderabad-500078, Telangana

Mitsubishi Elevator India Private Limited (hereinafter referred to as "IMEC") thank *customer name*: hereinafter referred to as "Customer" for your valuable enquiry for the subject project and are pleased to submit IMEC detailed proposal for the same.

About Mitsubishi Elevator India (P) Ltd:

Mitsubishi Elevator India (P) Ltd, (IMEC) was formed in the year 2013 and the manufacturing unit was set up in the year 2016 at Vemgal Industrial area, Kolar District, Karnataka.

This State of the art manufacturing facility produces world class elevators in India and ensures our commitment to offer the highest safety standards, total reliability and excellent quality DeLITE is Mitsubishi Elevator India Pvt Ltd (IMEC) latest contribution to the "Make in India" initiative. * website <https://www.mitsubishielevator.in/>)

Our Vemgal Factory has the site area of 22 acres and the building area of 6.3 acres. It has a testing tower facility of approx. 41M high and field training centre. The operation started in 15th Sep 2016, and the production capacity of 5000 units per year. Employee strength of around 200.

All the manufacturing process are approved by Mitsubishi elevator's mother factory, Inazawa works, Japan, which ensures the highest quality.

Each & Every critical items are being monitored and guided by Japanese experts.

IMEC has regional offices in 7 major cities in India and satellite office in 12 cities and maintenance centres at 4 cities.

IMEC has presence in Major Hotel, IT Office, Retail, Commercial & Residential segments.

IMEC team shall be glad to assist the Customer in offering optimum solutions to Customer Vertical Transportation needs and look forward to be associated with Customer project.



Conditions of Agreement

1. Specification of Equipment:

The specifications offered by IMEC shall be as per **APPENDIX I**. The equipment shall be manufactured and supplied from IMEC factory in Bangalore, India. In case of any variation between tender specifications, terms and conditions and IMEC final offer, the latter shall prevail. Any descriptive matter and illustrations from brochures furnished along with the proposal are approximate and generic in nature.

2. Terms of Delivery

The Elevator materials for the subject project shall be delivered at site within Four (04) months from the date of receipt of the Signed Contract by either parties or release of payment as agreed in the Contract or approval of IMEC layout drawings or finalization of specification, whichever is later.

3. Installation Completion:

The scope of work is inclusive of installation, testing and commissioning of 2 nos. Elevator. The installation will be completed within 3 months from the date of receipt of all materials at project site and subject to receipt of payments as agreed in the Contract, the hoist way and machine room completed in all respects, including the preparatory works, along with permanent power supply being handed over to IMEC for IMEC uninterrupted usage for the above period and related services. The site should be ready in all aspects to commence installation immediately upon receipt of materials at site.

4. Storage requirements for lift materials:

1. Customer shall allocate at the installation site a storage room with weather protection and locking arrangement to store the parts of elevators till the date of completion of handing over of Elevators. The storage room is required at ground floor in the vicinity of the shafts. The storage room shall have adequate lighting arrangement and ventilation. The storage area should be safe, dry, lockable and weather proof. IMEC shall not be liable for any loss or damage occurs due to the poor storage area or the storage area was recommended and allotted as per Customer's discretion, any theft, lost or damage, replacement of such lost, damage materials shall be at additional cost which shall be borne by customer.
2. In case of storage is under IMEC scope cost of securing the materials that is for installation of CCTV, separate security guard in charge and all other necessary requirement for securing the material shall be (15%) of the contract value.



5. Warranty :

The warranty for the equipment shall be for a period of 18 months from the date of intimation from IMEC that material is ready for dispatch at warehouse or 12 months from the handing over date (End October 2025) of each elevator, whichever comes earlier, and IMEC will rectify and make good any defects, not due to ordinary wear and tear, improper use, or lack of care, which may develop during this period.

This warranty (a) does not extend to consequential loss and/or damages and (b) is null and void in case of tampering and/or if maintenance, repairs and modifications are carried out by the unauthorized persons.

6. Free Maintenance:

IMEC free maintenance shall be for a period of 12 months, and will commence from the handing over date (End October 2025) of each elevator or 18 months from the date of intimation that material is at warehouse whichever is earlier. The date of commencement of free maintenance will remain unchanged, irrespective of any delay in building completion, availability of permanent power supply, inspection taking over, or commencing use of the elevator.

Maintenance will consist of regular examinations and any necessary adjustment and lubrication of the equipment by the competent employees under IMEC direction and supervision. The required supplies and parts will be furnished except such parts as may be needed because of negligence, misuse or accidents not caused by IMEC. All work will be performed during IMEC regular working hours of IMEC regular working days except for emergency minor adjustment call back service, which will be provided during regular working hours and also during any overtime hours. No work or service other than the specifically mentioned is included or intended.

IMEC shall not be liable for any loss, damage, or delay due to any cause beyond our reasonable control including but not limited to acts of government, strikes, fire explosion, theft, floods, riots, civil commotion, war, malicious mischief or act of God. Under no circumstances shall IMEC be liable for consequential damages.

7. Dispute Resolution:

Any disputes, differences and claims whatsoever in nature arising out of or in relation to the terms and conditions of this contract, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be, first referred to senior personnel of both the parties within seven (7) days of the dispute notification, parties shall meet and attempt to resolve the dispute. If after the meeting, the resolution is not achieved parties shall follow either of the below dispute resolution process:



- i. Referred to mutually agreed Sole Arbitrator for adjudication of dispute in accordance with the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time; or
- ii. Resolution through Mediation or Conciliation; or
- iii. Shall be submitted to the courts for dispute resolution

In case either of the parties unwilling to communicate, affected party shall be at the sole discretion to take appropriate legal remedy, at the cost and peril of the other party.

Dispute resolution shall take place in Hyderabad only, seat-----, Venue ----- which shall be subject to jurisdiction of the courts in Hyderabad.

8. Brief Specifications and price:

The brief specifications and price for the elevator(s) shall be as below:

Please Attached Technical Specification and Price Breakup

9. Validity:

No	Particulars	Timelines	Date
1	Offer Validity	Within 30 days from the date of this offer	30-11-2024
2	Manufacturing Validity	365 days from the date of signing the contract.	Processing to factory for Manufacturing by 31-10-2025
3	*Shipment validity	90 days from the date of signing the contract.	Material dispatch from factory by approx.. 30-01-2026
4	Installation validity	90 days from the Materials reached at Site.	31-04-2026
*Shipment validity shall stand null and void in case order processing not process withing Manufacturing Validity Timelines.			

In case order place for processing (Manufacturing) is delayed attributable to customer beyond the shipment validity, necessary Price escalation will be applicable.

10. Terms of Payment:

- a) 30% of the Contract Value shall be payable as advance upon signing the Contract.
- b) 60% of the Contract Value shall be payable before commencement of manufacturing the parts of the equipment.
- c) 10% of the Contract Value shall be paid before handing over of equipment(unit wise), within 10 days from the date of IMEC declares readiness of handing over and submission of invoice.



Note: CEIG License is mandatory requirement from respective State Government (as applicable) to use and run the elevators. We hereby advise customer to obtain CEIG License before using of equipment/ Elevator. Elevator will be made available for beneficial use only after CEIG license has been obtained by customer.

- a. Any payment made after the due date shall bear late payment charges from such date on a per diem basis at the rate of 1.5% per month and will not be disputed later for justification. IMEC reserve the right to dispose of the equipment or to discontinue IMEC work or to withhold the release of completed elevator(s) at any time until overdue payments, with late payment charges, shall have been made as per the terms and conditions and IMEC have assurance satisfactory to IMEC that subsequent payments will be made as they fall due. IMEC shall resume the work subject to IMEC other manufacturing or erection commitments or schedules at that time. Provided that, this will in no way relieve Customer of Customer's liabilities and obligations under this contract. Any delay due to this will automatically extend the contract completion period correspondingly. Handing over shall be subject to receipt of final payment and on unit-wise basis. Any refund of advance under the terms of payment shall be subject to clause 13 of General Terms and Condition of this contract.
- b. The clauses under the Contract i.e., Terms of Payment and Cancellation/Termination of Contract shall be read as separate and distinct under this contract so that the unenforceability shall in no way affect the enforceability of the others. Any advance payment made under the terms of payment shall in no way relate to the claim if any made by the Contractor under clause 13 of Cancellation/Termination of Contract.

11. Tax and Duties:

- a) Quoted prices are inclusive of taxes and duties prevailing on the date of this proposal.
- b) "Any increase / decrease in the present taxation structure or introduction of additional taxes by the State/Central/Local Authorities, the increase will be borne by the Customer and in case of decrease necessary adjustment benefit will be given to the Customer. If any levy, taxes, duties or local body tax applicable at the time of accepting this work order is revised, reviewed, renamed, modified in any manner whatsoever till the time of execution and completion of work order, then the increase will be exclusively borne by the you.

Details of Taxes:

Particulars	Rate
CGST	9%
SGST	9%
Total	18%

12. Other Conditions:

Other condition shall be referred to the attached Appendixes.

- a) *Appendix I: Technical Specifications.*
- b) *Appendix II: General Terms & Conditions.*
- c) *Appendix III: Works to be carried out by Customer / Others.*
- d) *Declaration (as applicable in case of individual customer and depends on state requirement)*
- e) *Form E1 (as applicable)*
- f) *Finishes PPT. (as applicable)*



13. In case of conflict between the provisions mentioned in this offer letter and the provisions mentioned in the Appendix II: General Terms & Conditions, the provisions mentioned in this offer letter shall supersede the General Terms & Conditions.

14.

15. Governing Law & jurisdiction:

This Contract shall be governed by and construed in accordance with the law of India and the Courts in Hyderabad shall have jurisdiction.

This proposal when duly signed by authorized signatories of both parties and stamped, shall constitute the entire contract between IMEC and Customer and all prior proposals, quotations, agreements, understandings, representation and arrangements not incorporated herein are superseded.

GV Research Centers Pvt. Ltd.		Mitsubishi Elevator India Private Limited	
Authorized Signatory		Authorized Signatory	
Name		Name	Mr. Anirban Majumdar
Designation		Designation	Region Head
Date		Date	
Stamp		Stamp	



APPENDIX II

GENERAL TERMS AND CONDITIONS

1. Price Variation

The price quoted/confirmed is based on the labour cost as on the date of quotation and for the equipment price is valid (i) till the order loading to factory as agreed in the Contract or 1 year from the date of contract, whichever comes earlier and for the installation price shall be valid (ii) till the date of starting installation as agreed in the Contract or 18 months from the date of contract, whichever comes earlier.

In the event of project delay due to reasons attributable to Customer / owner beyond the validity period as mention above for point (i) and (ii), the price shall be subjected to an escalation of 05% year on year.

The same shall be payable by Customer at the time of amending the order and before start of Installation. If this price variation provision is incorporated in the proposal for more than one elevator, it shall be applied separately to the portions of the price allocated to each elevator.

In the event customer/owner proposed for extension of the price variation beyond the validity without escalation of the price contract, IMEC shall has right to terminate the contract with noticing 60 days in advance, without being payable of any amount to customer, including advance payment made to IMEC.

2. Security Export Control

The Customer shall not use any goods, technologies and/or software supplied from IMEC in relation to development, production, use or weapons of mass destruction, or shall not transfer such items to any third party should the Customer know or suspect that those could be used for such an application. Notwithstanding the foregoing, the Customer shall not use Items for military applications, or shall not sell to any third party should the Customer know or suspect that those could be used for such an application without conducting prior consultation with IMEC. Upon IMEC's request, the Customer shall promptly provide IMEC its information relating to Items (e.g. destination, end-user, end-use, end-use location, etc.).

3. Basis of Manufacture

IMEC shall manufacture subject to the following:

- a. Approval of all shop drawings and confirmation of specifications and finishes by the Customer / Consultant.
- b. Receipt of all payments, as agreed in the Contract for commencement of manufacture.

Note: Some of the parts manufactured by IMEC are non-standard and custom made for the contract.



4. Statutory permissions from various authorities

All statutory permissions for starting / executing, completing and handing over the works from various authorities including PWD shall be obtained by the Customer. Fees or any other payments required to be paid, for concerned liaison for getting above work done shall be paid directly by the Customer. IMEC shall coordinate for inspections required as per statutory requirements as applicable on the date of this Contract. However any fees, charges towards license inspectorates and incidental charges for certification of works will be to the Customer's account.

5. Installation

IMEC shall start with Installation at site after following conditions are met:

- a. Completion of all technical activities at site as per the IMEC check list
- b. Fulfillment of Payment Terms as agreed in the Contract.
- c. Availability of necessary statutory requirements from authorities as per local law.
- d. If the handing over of the site is delayed from customer side then the installation will be deferred so as to synchronize with the site completion. In view of this, customer will have to grant us the necessary extension in the completion period without imposition of any conditions.
- e. If during the inspection of site, IMEC observe that there is a delay in completion of the hoist way structure or availability of power supply, IMEC may at its discretion delay the final assembly of materials and in such an event, a revised completion date will be established depending upon IMEC present work load. In view of this, customer will have to grant IMEC the necessary extension in the completion period without imposition of any conditions.
- f. The site should be ready in all aspects to commence installation immediately or maximum within a period of Fifteen (15) days upon receipt of materials at site. In the case of non-readiness of site to commence installation beyond Fifteen (15) days, there will be a corresponding price and time implication towards re-mobilization.

6. Handing over

Upon completion of installation, IMEC erection crew will test and adjust the lift(s) and shall notify two (2) weeks in advance for customer taking over the elevator(s). Customer usage of the elevator(s) will not be permitted until it is officially taken over by the customer.

IMEC do not take any responsibility for delayed handing over of the lift, if the terms of payment are not observed or if Customer obligations as specified are not fulfilled in time or if formalities are delayed due to non-payment of fees or if necessary technical details are missing etc., are not received by IMEC in time without prejudice to IMEC claims under this contract.

If there is any delay in completing the Government inspection formalities due to the reasons attributable to the customer, the elevator(s) will be handed over to the customer and the Free Maintenance Period is deemed to have commenced from the date the elevator(s) are offered to customer for inspection, by IMEC.

7. Ownership of material

Till the final payment is made, the Customer cannot claim right of ownership or lien over any materials. IMEC shall have the right to take back/reclaim the possession of the same or any part thereof at the Customer's cost if the Customer fail to make payment as per clause 10 of Master Service Agreement that is Terms of Payment. In case the payment is not made as per the terms of



the Contract, IMEC shall have the right to dismantle its elevator / escalator and take the materials supplied back in its possession. This will be without prejudice to IMEC's legal right to recover the unpaid amounts, interest, legal expenses and the cost incurred in dismantling the elevator(s) / escalator(s), logistics cost of moving the same, labour cost arising with such dismantling/moving and all the applicable taxes / duties / cess. IMEC is not bound to furnish any documentary proof in support of such recoveries. The depreciation in the value of the material/resale value shall also be taken into account. In the event this clause is applied, it is agreed between the parties to this Contract that all the dispatched material and installed parts hereunder shall be removed without any material damage to the property to which it is attached and IMEC shall retain the title of thereto until the final payment is made by the Customer under the Contract. Any unutilized material, packing material, etc. remaining after completion of the work shall remain the property of IMEC who shall have the right to take back such material.

8. Free Maintenance Period

IMEC free maintenance shall be for a period of 12 months, and will commence from the handing over date of each elevator (approx.. by 31-10-2025) or 18 months from the date of intimation that material is at warehouse whichever is earlier. The date of commencement of free maintenance will remain unchanged, irrespective of any delay in building completion, availability of permanent power supply, inspection taking over, or commencing use of the elevator.

Maintenance will consist of regular examinations and any necessary adjustment and lubrication of the equipment by the competent employees under IMEC direction and supervision. The required supplies and parts will be furnished except such parts as may be needed because of negligence, misuse or accidents not caused by IMEC. All work will be performed during IMEC regular working hours of IMEC regular working days except for emergency minor adjustment call back service, which will be provided during regular working hours and also during any overtime hours. No work or service other than the specifically mentioned is included or intended.

IMEC shall not be liable for any loss, damage, or delay due to any cause beyond our reasonable control including but not limited to acts of government, strikes, fire explosion, theft, floods, riots, civil commotion, war, malicious mischief or act of God. Under no circumstances shall IMEC be liable for consequential damages.

9. Warranty

The warranty for the equipment shall be for a period of 18 months from date of intimation from IMEC that material is ready for shipment at warehouse or 12 months from the, handing over date (approx.. by 31-10-2025) of each elevator, whichever comes earlier, and IMEC will rectify and make good any defects, not due to ordinary wear and tear, improper use, or lack of care, which may develop during this period.

This warranty (a) does not extend to consequential loss and/or damages and (b) is null and void in case of tampering and/or if maintenance, repairs and modifications are carried out by the unauthorized persons.



10. Payment and Free Maintenance for Multiple Units

Every elevator in a contract of multiple units will be considered as individual equipment. The commencement of free maintenance and final payment for each elevator will not be linked to any other elevator of the group or of the Contract. IMEC shall be entitled to payment and commence free maintenance period as and when each elevator is completed physically. IMEC shall have the right to suspend the installation activities for other units in the group, due to delay in the final payment of the earlier elevator. IMEC shall also have the right to change the dispatch and installation schedule of the full project if the payment is not received as per terms of the Contract. IMEC shall not be held responsible for any delay due to the above circumstances.

11. Insurance

IMEC shall take necessary Erection and All Risk Insurance coverage for supply and installation elevators at the Customer's site.

12. Reconditioning / Replacement of Materials

In case the materials / components at project site cannot be installed due to non-availability of proper hoist way, power supply issue, theft, pilferage & improper storage resulting in delays attributable to customer, IMEC seek redressal on the following as per the mutually agreed terms / conditions:

- a. Extension of time for Installation & Commissioning
- b. Investigation on the condition of materials due to one or all the reasons mentioned above
- c. Extra cost & revision in the contract value due to reconditioning / replacement of components

13. Cancellation / Termination of Contract

In the event of cancellation or termination of the Contract by customer/client during any of the milestone as stated below, IMEC shall be entitled to claim as follows:

- i. 20% of the Contract Value if the cancellation is before approval of layout drawings
- ii. 70% of the Contract Value if the cancellation is within one month of final approval of layout drawings.
- iii. 85% of the Contract Value if the cancellation is after one month of final approval of layout drawings.
- iv. 100% of the Contract Value if the cancellation is after the installation has started.

14. Default

IMEC shall retain the right to lien and the right to retake possession of the elevator or any part thereof at Customer cost if default is made by customer in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, extension of time for payment or any security which we might hold, or the sale, mortgage or lease of the premises. This will be without prejudice to our right to recover the unpaid amounts and interest by any means or process or proceedings whatsoever. We shall be entitled to recover from Customer all legal expenses incurred in collecting payments hereunder.



15. Dispute Resolution:

Any disputes, differences and claims whatsoever in nature arising out of or in relation to the terms and conditions of this contract, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be, first referred to senior personnel of both the parties within seven (7) days of the dispute notification, parties shall meet and attempt to resolve the dispute. If after the meeting, the resolution is not achieved parties shall follow either of the below dispute resolution process:

- i. Referred to mutually agreed Sole Arbitrator for adjudication of dispute in accordance with the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time; or
- ii. Resolution through Mediation or Conciliation; or
- iii. Shall be submitted to the courts for dispute resolution

In case either of the parties unwilling to communicate, affected party shall be at the sole discretion to take appropriate legal remedy, at the cost and peril of the other party.

Dispute resolution shall take place in Hyderabad only, seat-----, Venue ----- which shall be subject to jurisdiction of the courts in Hyderabad.

16. Force Majeure

Under no circumstances shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to lack of shipping space, embargoes, acts of any Government, strikes, lockouts, fire, accidents, explosion, flood, riots, civil commotion, war, malicious mischief, delays in supplies of raw materials and components at our works due to any or all the reasons, such as energy crises, electricity cut, rail/road transporter's strike, go-slow, bandhs, non-availability of essential raw materials (iron and steel, pig iron, aluminium, copper, silver, brass, stainless steel, various alloys, electrical grade steel, etc.) act of God or the State's enemies, or act of third party. Delay resulting from any cause like epidemic which are beyond either party's reasonable control shall affect the time for completion of the work and the commencement of the free maintenance period. If for any such reasons, IMEC cannot supply the equipment covered by this contract within 28 weeks from the date of Customer acceptance of this proposal, IMEC may at its option, cancel the contract without being liable to pay any damages or compensation. Under no circumstances, shall either party be liable for special, indirect or consequential loss or damages of any kind.

17. Alternation of Specification:

Any modifications or changes, addition or deletion to the approved specifications outlined in this proposal has to be mutually agreed by both the parties in writing. An amendment to Contract in this regard clearly indicating the revisions, contract price / delivery period and other terms and conditions shall be duly executed.

18. Right to Use

The Customer is not entitled to use the elevator under any of the following circumstances:

- i) For any purpose whatsoever, prior to formal handover by IMEC to the Customer.
- ii) Without release of the full and final payment.



iii) Building construction not completed. Any unauthorized use or attempt of unauthorized use shall render the warranty and free maintenance period null and void and all subsequent aspects thereof shall be solely at the Customer's own cost and risk.

19. Publicity

IMEC shall be entitled to use the project details including but not limited to Customer's name, logos and statement of works as a reference for its publicity / business purposes.

20. Confidentiality

Customer acknowledges that all project details including but not limited to technical, commercial and financial data disclosed to Customer by IMEC and/or its affiliates is the proprietary confidential information. Customer shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties herein.

21. Dormant Status of Materials.

During the period of this contract, in case due to reason attributable to customer the materials are kept idle, or the entire project is idle beyond the warranty period including installation is started but not completed reason attributable to customer, installation activity shall only be initiated post inspection of the materials. In case there are any price escalation, same shall be agreed between the parties. Nevertheless, if there is no communication from customer for the idle materials for period of 30 days from the date of last communication from IMEC, customer agrees to cancel the contract and necessary action shall be Initiated as per the Cancellation/ Termination of Contract clause.

If the contract is executed to any stage and then abandoned due to reason attributable to customer

22. Deemed Acceptance:

During the performance of this contract or on completion of any scope of service as agreed in this agreement, customer agrees to provide acknowledgement and confirm the receipt, for all the Communications, including invoice, letter etc., [documents] sent via post or email or courier by Mitsubishi Elevator India Pvt Ltd [IMEC]. In case of any dispute with regards to any of the documents, customer shall inform within 7 business days to IMEC, failing which the said documents shall be treated as deemed accepted by the Customer

23. Successors and Assigns

The provisions of this Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

24. Assignment

Neither party shall, without the prior written consent of the other party, assign any of its rights or delegate any of its duties under this Contract to any third party.

25. Dispatch of Material

The Customer agree to pay IMEC an additional charge Rs.1,000/- per day per elevator towards the demurrage and warehouse expenses from the date of ready to dispatch, under following conditions;



- a. Request from Customer to delay the delivery of materials at site after start of manufacturing
- b. There is a delay in payment by the customer against "ready for dispatch advice" as per the contract (as applicable)

In this event, the completion date shall be revised accordingly and a new completion date shall be mutually agreed upon.

26. Anti-Bribery and Anti-Corruption

Each Party represents and warrants that it has not and will not directly or indirectly pay, offer, give or promise to pay or authorize the payment of, any portion of the compensation or reimbursements received hereunder or any other monies or other things of value to an officer or employee of a government of any department, agency, or instrumentality thereof, an officer or employee of a public international organization; any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality or public international organization; any political party or official thereof; any candidate for political office; or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation, including but not limited to the Indian Prevention of Corruption Act, 1988.

Each Party hereby covenants and agrees that it and its employees and authorized agents will comply with the obligations set out in this Section and Indian Anti Bribery Law and any applicable anti-bribery legislation specified herein, and acknowledges that the other Party's entering into this Contract is conditioned upon such representation and warranty.

Any action by a Party or its agents determined in good faith by the other Party to be in contravention of this Section shall result in termination of this Contract and any other business relationship between the Parties.

27. Authorized Signatory

Authorized Signatory is the designated representative of the Customer's organization who is authorized to make commitments under this Contract. Execution of this Contract shall imply that the executant has the capacity and authority to enter into this Contract for and on behalf of his/ her organization.

28. Indemnification:

Customer shall indemnify and hold harmless the Contractor, its officers, directors, employees, from and against those liabilities, damages and costs that Customer is legally obligated to pay as a result of the negligence of customer there is damage to any person or the destruction or damage to equipment, to the extent caused by the willful misconduct, negligent act, error or omission of the Customer or anyone for whom the Customer is legally responsible, subject to any limitations of liability contained in this Agreement. Customer will reimburse Contractor actual cost of the materials.

29. Amendment to Contract

Any amendment to the contract after manufacturing of the materials as per the contract, parties agree to sign new contract with agreed terms and conditions, which shall not be consider under the old contract which is agreed earlier for the same project.



Appendix III

CUSTOMER CONTRACT OBLIGATIONS FOR ELEVATOR INSTALLATION

Elevator Hoist way

PIT:

- 1) Pit depth shall be complied as per the approved IMEC layout drawings
- 2) Pit shall be clean and free from water, debris and dust, duly plastered and whitewashed before elevator installation.
- 3) Pit waterproofing is mandatory before elevator installation.
- 4) Removal of unwanted rods projected in pit.
- 5) The space underneath the pit must not be occupied.

Elevator Entrances:

- 1) Provision of minimum 300 mm height RCC lintel at every floor to the entire width of the shaft to fix the elevator entrance equipment as per IMEC layout drawing.
- 2) Finished Floor level to be marked at all floors inside / outside of the shaft before elevator installation.
- 3) Entrance opening, cut-out for hall call button, position indicator, FE/FER switches etc. to be provided as per IMEC layout drawing.
- 4) To provide lockable type full height steel barricades with kick plate for the elevator entrances during installation.

Elevator Shaft:

- 1) Elevator shaft shall be constructed as per approved IMEC layout drawing, dry and free from water, debris and dust, illuminated, ventilated, duly plastered & whitewashed before elevator installation
- 2) Overhead should be complied as per the approved IMEC layout drawings.
- 3) Smoke vent hole to be provided as per approved IMEC layout drawing to meet fire department regulations.
- 4) Separator beams to be provided and fixed at every bracket span before elevator installation as per approved IMEC layout drawing when the hoist way dimensions exceed the standard allowable requirement or elevator shaft constructed by brick, hollow or pre-cast concrete (if applicable).
- 5) ISMB / RCC Band to be provided at Bracket span levels as per the approved IMEC layout drawing when the elevator shaft is constructed by brick.



- 6) Support angles for entrance jambs to be provided when the hoist way is constructed by brick, hollow or pre-cast concrete as shown in IMEC layout drawings.
- 7) Removing of unwanted rods projected in shaft, closure of any holes (Tie rod holes) or unwanted openings in the shaft before elevator installation.
- 8) Provision of scaffolding with working platform and double earthing for Installation activities as per the scaffolding sketch, adjustment of it whenever required and dismantling the same after erection works are completed.
- 9) Hoisting beams or hooks to be provided in the ceiling in case of machine room less elevator (MRL) as per IMEC layout drawing.

Electrical works

- 1) Provision of shaft lightings (two-way switch control at bottom most and top most floors for bulk head light operation).
- 2) Provision of 15-Amps switch socket with bulk head light at every floor inside shaft as per IMEC layout drawing.
- 3) Provision of single phase uninterrupted power supply (230 V & 15 A) at every alternate floor for elevator installation purpose.
- 4) Provision of suitable earth bar strip inside the elevator shaft near the overhead area.
- 5) Provision and fixing of required isolators as per IMEC layout drawing plus cable supply and installation from electrical room.
- 6) Provision of uninterrupted power supply 380-415 V, 30 A, 50Hz, 3 Phase and 220-240 V, 15 A, 50 Hz, 1 phase in the top most floor with necessary accessories and terminating in suitable main switches for power and lighting circuits with MCB's, proper earthing and other protective devices necessary to meet legal code requirements.
- 7) Provision of three phase power supply with separate breaker for group control panel (415V, 50 Hz) in top most floor properly terminated and grounded.
- 8) Provision and lying out of piping & cabling from elevator top most floor or hoist way to the building lobby / security office / control room as applicable for the Interphone / Telephone / BMS / Supervisory board / MELEVE, signal leads, emergency power control, fire alarm, CCTV, card reader etc.
- 9) ~~In case of WOS (Without Scaffolding) installation method, uninterrupted single phase power supply with 220-240V / 16A / 50 Hz to be provided.~~

Store Room

- 1) Provision of suitable safe lockable storeroom arrangement with proper lighting at ground floor of project site nearer to the elevator shaft with safe access to safeguard elevator materials till contract completion period.



- 2) Pest control availability.
- 3) Provision of no open trenches, drainage path or cut-out to protect materials against rodents and water.
- 4) Any unloading/ shifting of materials from the ~~desired~~ decided location during contract finalization, shall be payable by the customer at additional cost as agreed by both the party on the day of request for shifting. any multiple shifting of materials cost shall not be borne by the IMEC.
- 5) If truck (S) gets detained in the site because of the reasons not attribute to IMEC, detention charges will be claim at actuals to the customer.

Others

- 1) If there is a tower crane facility at site, the elevator contractor should be allowed its use free of cost for hoisting machinery to the top most landing/ last landing floor.
- 2) If need arises for multiple shifting of elevator materials from the main stores, the same shall be carried out by customer.
- 3) Minor builder works (MBW) like chipping / grouting related to elevator installation works.
- 4) Permission to use building side hoists at free of cost by our Installation staffs to effectively carry out installation activities.
- 5) Architectural finishing of the machine room floor, walls and floors in the vicinity of the entrance hall after installation has been completed.
- 6) Countermeasure for direct sunlight on elevator entrance doors with provision of sunshade.
- 7) Countermeasure for special environment.(If any)
- 8) The power consumed in installation work and test operations to be provided.
- 9) Supply and fixing of marble / granite for elevator flooring.
- 10) General housekeeping in elevator lobby at all floors and dispose of elevator material wooden crates at suitable places.

Dismantle jobs (if required).

- 1) Protection / barricade around elevator shaft to prevent entry / access of unauthorized persons to installation work area when in case of dismantle of old elevator (if applicable).
- 2) Separation of elevators from group functions by isolating completely from any power hazard and shut down of its operations before execution of dismantling jobs.
- 3) Shifting, packing and displacing of dismantled elevator items.
- 4) Reconstruction of shaft, entrances, pit and machine rooms as per required IMEC Approved Drawings.



REF. NO. LIFT/IMEC-24000000 /RP/S/REV-00	
PROJECT : Innopolis 3600	
APPENDIX - I	
BRIEF TECHNICAL SPECIFICATIONS OF ELEVATORS	
BUILDING	Innopolis 3600
ELEVATOR MODEL	MRL
USAGE OF ELEVATOR	PASSENGER
REFERENCE NO.	P1~P2
MACHINE ROOM LOCATION	WITHIN THE SHAFT
QUANTITY	2 NO.
NO OF PERSONS - CAPACITY KGS	1020 KGS / 15 PASSENGER
SPEED (METERS / SEC)	1 MPS
CONTROL	AC-VARIABLE VOLTAGE VARIABLE FREQUENCY COMPUTER NETWORK CONTROL GEARLESS DRIVE SYSTEM
OPERATION	2 Car Grouping
STOPS / OPENINGS	05 STOPS / 05 OPENINGS, ALL IN SAME SIDE
FLOORS SERVED	G,1,2,3,R
TRAVEL IN METERS (APPROX.)	18.00
CLEAR HOISTWAY SIZE AVAILABLE MM(W) X MM(D)	2000 x 2800
HOISTWAY SIZE REQUIRED MM (W) X MM (D)	1820 x 2500
CABIN INTERNAL SIZE MM(W) X MM(D) X MM(H)	1100 X 2200 X 2200
CLEAR CABIN ENTRANCE SIZE MM(W) X MM(H)	800 X 2100
MINIMUM OVERHEAD HEIGHT REQUIRED IN MM	4600 MM
MINIMUM PIT DEPTH REQUIRED IN MM (H)	1500
CABIN SIDE WALLS	HAIRLINE FISNISHED STAINLESS STEEL
CABIN REAR WALL	HAIRLINE FISNISHED STAINLESS STEEL
CABIN DOORS	TWO PANEL CENTER OPENING SS DOORS WITH HAIRLINE FINISHED STAINLESS STEEL FRAME.
ELEVATOR CABIN CEILING TYPE	TYPE N600S LED SPOT LIGHT PROVIDED. CEILING WILL BE IN Painted By Factory.
CABIN VENTILLATION	ELECTRIC BLOWER WITH SIDE VENT.
CABIN OPERATING PANEL TYPE	TYPECBV1-S760 VERTICAL CAR OPERATING PANEL MOUNTED ON THE SIDE WALL OF THE CABIN FOR BETTER OPERATIONAL CONVENIENCE WITH CALL BUTTONS OF MICRO STROKE CLICK TACTILE BUTTONS WHICH ILLUMINATE ON REGISTRATION OF A CALL. FACE PLATE WILL BE IN HAIRLINE FINISHED STAINLESS STEEL.
CABIN POSITION INDICATOR	BUILT-IN DIGITAL LED DISPLAY CAR POSITION INDICATOR WITH DIRECTIONAL ARROWS WILL BE INCORPORATED IN THE CAR OPERATING PANEL TO FACILITATE BETTER VIEW OF THE POSITION OF CAR COMFORTABLY EVEN DURING CROWDED CONDITION.

CABIN FLOORING	25MM RECESS WILL BE PROVIDED IN THE CABIN PLATFORM TO TAKE MARBLE / GRANITE FLLOORING. FLOORING BY CLIENT.
CAR SILLS & LANDING SILLS	EXTRUDED HARD ALUMINIUM

ENTRANCE FRAME DESIGN AT ALL FLOORS	TYPE E-102 LINTEL AND NARROW JAMB IN HAIRLINE FINISHED STAINLESS STEEL
LANDING DOORS AT ALL FLOORS	TWO PANEL CENTER OPENING SS DOORS WITH HAIRLINE FINISHED STAINLESS STEEL FRAME.
HALL POSITION INDICATORS AT ALL FLOORS	TYPE PIV1-A1020NA VERTICAL COMBINED UNIT COMPRISING OF DIGITAL HALL POSITION INDICATOR, DIRECTIONAL ARROWS AND MICRO STROKE CLICK TACTILE BUTTONS WHICH SELF ILLUMINATE ON REGISTRATION OF A CALL. FACE PLATE WILL BE IN METAL LIKE RESIN.
SAFETY SYSTEM	GRADUAL
GUIDE SHOES	ADVANCE SLIDING TYPE
POWER SUPPLY FOR TRACTION	415V, 3PHASE, 50HZ WITH VOLTAGE VARIATION OF + - 5 % ~ -10 %
POWER SUPPLY FOR CABIN LIGHTING	240V, 1PHASE, 50HZ WITH VOLTAGE VARIATION OF +5 %
OPERATIONAL & SAFETY FEATURES FOR THE ELEVATOR	
1. DOOR OPERATOR - PMS MOTOR WITH AC-VVVF INVERTOR CONTROL	PROVIDED
2. MITSUBISHI EMERGENCY LANDING DEVICE (MELD)	PROVIDED
3. EMERGENCY BELL (EMB)	PROVIDED
4. EMERGENCY CABIN LIGHTING (ECL)	PROVIDED
5. DOOR SENSOR SELF DIAGNOSIS (DODA)	PROVIDED
6. AUTOMATIC DOOR SPEED CONTROL (DSAC)	PROVIDED
7. REOPEN WITH HALL BUTTON (ROHB)	PROVIDED
8. REPEATED DOOR CLOSE (RDC)	PROVIDED
9. DOOR NUDGING FEATURE - WITH BUZZER (NDG)	PROVIDED
10. DOOR LOAD DETECTOR (DLD)	PROVIDED
11. MULTI BEAM DOOR SENSOR	PROVIDED
12. SAFE LANDING (SFL)	PROVIDED
13 NEXT LANDING (NXL)	PROVIDED
14. OVERLOAD HOLDING STOP (OLH)	PROVIDED
15. CAR FAN SHUT OFF - AUTOMATIC (CFO-A)	PROVIDED
16. CAR LIGHT SHUT OFF - AUTOMATIC (CFO-A)	PROVIDED
17. FALSE CALL CANCELLING - CAR BUTTON TYPE (FCC-P)	PROVIDED
18. FIREFIGHTER'S EMERGENCY OPERATION (FE)	PROVIDED
19. VENTILATION FAN	PROVIDED
20. INTER-COMMUNICATION SYSYTEM (ITP)	PROVIDED

21. ELEVATOR REMOTE CONTROLLER - CAR (EVRC-C) FEATURES OPERATIONAL BY REMOTE CONTROL: a) CAR LIGHTING - ON/OFF b) CAR FAN - ON/OFF c) ATTENDANT SERVICE (AS)	PROVIDED
22.HAND RAIL ON CAR WALL (YH- 59S)	PROVIDED ON REAR WALL OF THE CABIN
23. CAR CALL CANCELING (CCC)	PROVIDED

MITSUBISHI ELEVATOR INDIA PVT. LTD.							
PROPOSED COMMERCIAL BUILDING Project : Innopolis (3600) - Hyderabad							
PRICE SCHEDULE -						DATE : 23-10-2024	
Innopolis - 3600 - Hyderabad							
S.NO	TYPE	UNITS	BASIC SPECIFICATION	UNIT PRICE (WITHOUT TAXES)	TOTAL PRICE (WITHOUT TAXES)	GST 18 % APPLICABLE	TOTAL PRICE (WITH TAXES)
1	<u>P01~P2</u> (PASSENGER ELEVATORS)	2	PASSENGER ELEVATORS 1020 KGS/ 15 PAX - 05 STOPS / 05 OPENINGS - SPEED 1.00 MPS - ACVVVF, WITH MACHINE ROOM LESS EQUIPMENT.	₹ 14,64,407	₹ 29,28,814	₹ 5,27,187	₹ 34,56,001
	Total Units	2	GRAND TOTAL				₹ 34,56,001