

haribabu@modiproperties.com

From: "Rajeswar Rao" <rvrr@johnsonliftsltd.com>
Date: 03 November 2016 14:20
To: <sohammodi@modiproperties.com>
Cc: <haribabu@modiproperties.com>
Subject: Final Price for Johnson lifts quotation for your project site at BNC MayFlowergrand, D & F Blocks at Nacharam, Hyd.

Kind Attn: Mr. Soham Modi,

Dear Sir,

We refer to the techno-commercial meeting undersigned had with you, along with your Mr.Hari Babu, at your office on 28.10.16.

As per the discussions, As a Package deal for all the 11 lifts, we hereby accept and confirm the final price desired by you.

I. Final Prices:-

1. Modi Properties(Pramount Estates) Our offer no. JL/54/TG01/01201/E/A00 - 2nos./ 6persons/ 10Stops/1.25mpsNextra/ All MS precoated/Std.Features, Final price Rs. 11,00,000.00 (Rupees Eleven Lakhs only) per lift.
2. Modi Properites(BNC, D&F Blocks) Our offer no. JL/54/TG01/01207/E/A00 - 4nos./ 6persons/ 12Stops/1.25mpsNextra/All MS precoated/Std.Features, Final price Rs. 11,50,000.00 (Rupees Eleven Lakhs Fifty thousand only) per lift.
3. Modi Properties (Niligiri Culb House) Our offer no. JL/54/TG01/01282/E/A00 - 1no./ 8persons/5stops/0.66mpsEnduronic/All MS precoated/Std.Features, Final price Rs. 8,75,000.00 (Rupees Eight lakhs Seventy five thousand only) per lift.
4. Vista Homes(C&G Blocks) Our offer no. JL/54/TG01/01283/E/A00 - 4nos./6persons/6stops/0.66mpsEnduronic/All MS precoated/Std.Features, Final price Rs. 8,50,000.00 (Rupees Eight Lakhs Fifty thousand only) per lift.

The above price is inclusive of taxes and duties as on date, mentioned in our offer. Any variation of taxes & duties at the time of billing to customer account.

However, as said by you, we can deliver all the lifts (materials) before 31st March 2017 and we can do the final billing of the lifts after the receipt of 90% payment, enable to avoid the GST impact.

II. Payment Terms:-

- a) 10% advance along with the order.
- b) 60% against material ready advice and materials will be delivered within 60 days after the receipt of payment.
- c) 20% after material delivery.
- d) 5% after completion of erection.
- e) 5% with in 7days of testing and handing over of the lift.

III. AMC Charges:- Our AMC is @ 4% plus service tax per lift per annum after the warranty period of one year, with an increase of 5% every year and shall be valid for 5 years after warranty period. Subject to revision of Service Tax.

Note:- Proper Store room with lockable arrangement at all the sites to be provided by the customer, and security of the lift materials will be under customer scope.

For any of your clarifications, please contact the undersigned.

Thanking you and looking forward to receive your valuable order.

Regards,
 Rajeshwar Rao.
 9391010323

03-11-2016

OTIS & JOHNSON LIFTS

LIFTS QUOTES, PRICES DELIVERY SCHEDULE AND
INSTALLATION

BNC/VISTA/PARAMOUNT/NILGIRI ESTATES

[illegible]

1) BNC Obs

Life 2 - 30/5/12

mer-18

4 Life - 12/25/14 'i' form.

2) VITE

Rs = 8/50

Rs: 9/3. (Expend (quot)) ✓

In de - Jan-13

3)

pmR

11/45 Rs

4 Life 11/24 (neglect) ✓

merke list

Regime List - Delius

4)

M.C

Rs: 8/75

D - 31/3/12

28/10/16 Johnson

Duster →

31/12/16

✓

0.66

C-Block, Del. in 1st Dec-2016

Incl. 5 weeks

1st Jan 17
made Jan-17 8/50

G & L

8/50

- Full run

31/8/16

2) Milgore & Co

As: 8/75

D - ~~more~~ Feb mdy.

I - 51/10/17

3) BWC

11/50

per parent ✓

parent. 31/3/17 ✓

2 → Dec - } 31/3/17 ✓

2 Inst - } 30/6/17 ✓

pma

10/6 parent ✓

Land 11/2

D - ? Jan 17

I - ? Feb Jan

D & L - Feb-17

Am 4% ✓

Purchase Order

Page(s) 1 Of 1

13-10-2016 11:46:00

Original / Office Copy / Purchase Div.Copy

From Company : **M/s Silver Oak Realty**
5-4-187/3 & 4, II nd floor, Soham mansion M.G Raod, Secenderabad.
T I N No. : 36840298894

Supplier Details

Agarwal Trading Co.
5-1-14, R.P.Road, Secundeerabad-500 003

27711140
9248300482

66331140

Doc No	39047	90586
Doc Date	13-10-2016	
Quote No	Nil	
Quote Date	06-01-2016	
SupplyType	Supply	

Kind Attn : Mr.Abhijith Agarwal

Purchase Order for the Supply of following Items.

Item Name	Qty	Rate	Dis%	VAT%	Amount
1 7181 - Plumbing - pumps - Pressure booster pump - other - nos 0.5 HP	1.00	8600.00	0.00	5.00	9030.00
Total Order Value . . .					9030.00

Rupees : Nine Thousand Thirty Only.

Terms and Conditions :-

Specification / Brand All items of "Wilo" make, pressure booster 8 ltrs. capacity. Model PW 122 EA.

Payment Terms Within 30days of delivery of all materials & Production of bill

Tax All taxes included in above price.

Delivery Date Tomorrow before 6 pm

Delivery Location Silver Oak Bungalows Phase - III
Sy. No. 291, Cherlapally, Hyderabad, next to Govt. of india mint
Phone. Contact: Security 65908777, Admin- 9502266233

Penalty For Delay Nil

Transportation Cost Included in the above price.

Warranty 1 year from the date of purchase.

Advance Paid Nil

Other Terms We reserve the right to reject items not conforming to quality and specifications. Above order for B.No:311 & 345 purpose.

Completion Date Nil

Measurment Nil

Security Nil

For **M/s Silver Oak Realty**

Authorised Signatory

Accepted the above Terms And Conditions

For **Agarwal Trading Co.**

Name : _____

Name : _____

Date : __/__/__

Date: 27-09-2016			
Prepared by Hari Babu			
Subject comparative statement of lifts			
Site: Nilgiri Estates			
Sl. No.	Item Description	Johnson lifts	Otis lifts
1	8 Passenger Auto matic lifts	Rs	Rs
5 stops		10,10,000.00	11,45,000.00
		Include all taxes & duties	
Payment T & C			
Advance with WO		30%	10%
Ready advice		45%	60%
On material delivery		15%	20%
After installation		10%	10%
AMC for one year		At the time of finalization At the time of finalization	



JL/54/TG01/01282/E

MKTG/07/QR/02

28-SEP-2016

MODI PROPERTIES & INVESTMENTS PVT LTD
5-4-187/3 & 4,
M.G. ROAD,
SECUNDERABAD.

Dear Sir(s)/Madam,

Sub : Quotation for Supply and Erection of ONE No(s) "JOHNSON" 8 persons (544 Kgs) PASSENGER lift for your Building/Project at NILGIRI ESTATES ,CLUB HOUSE ,RAMPALLY.

Ref : Enquiry received through RAJESHWAR RAO Mobile No : 9391010323

With reference to the above,we are pleased to furnish herewith our quotation for supply and Erection of ONE No(s). "JOHNSON" 8 Persons '(544 Kgs) PASSENGER lift for your Building/Project at NILGIRI ESTATES, , CLUB HOUSE, , RAMPALLY. ,

We trust our offer will receive your favourable consideration and acceptance. In this connection we wish to inform you that the lifts offered are indigenous and have been installed in numerous locations Pan India and are working satisfactorily

We also take this opportunity of drawing your kind attention to the fact that the lifts we have offered are being manufactured in Chennai and Nagpur and we also have a full fledged service department in (HYDERABAD), where trained and experienced personnel are based for carrying out satisfactory after-sales-service. Further, we have a large stock of spare parts which ensure least down time of our lifts.

We are mentioning all these facts as we are sure you will appreciate the importance of prompt after-sales-service to equipments like Lifts, which can cause considerable inconvenience to the owners and users if efficient services are not readily available.

On your acceptance of our offer, we request you to return two copies of this quotation duly signed in token of your acceptance of our offer together with advance payment. The second copy duly signed by our authorized official shall be returned to you from our head office for your records.

NOTE : AS PER IS 14665 STANDARD, BATTERY OPERATED AUTOMATIC RESCUE DEVICE (ARD) SHALL BE PROVIDED ON ALL LIFTS TO TAKE THE LIFTS TO THE NEAREST POSSIBLE LANDING IN CASE OF POWER FAILURE. IN CASE OF LIFTS EQUIPPED WITH BACKUP GENERATOR WITH AMF (AUTOMATIC MAINS FAILURE) PANEL, THE PROVISION OF ARD IS OPTIONAL.

We trust you will find our offer in order and if you require any further information, we shall be pleased to provide the same.

Assuring you of our best services,

Thanking You,

Yours faithfully,

for JOHNSON LIFTS PRIVATE LIMITED,

Encl : Page 1 to 10

Johnson Lifts Private Limited

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Branch Office : Plot No.B-31 (Part), Tie,Balanagar, ,Hyderabad , 500037

MODI PROPERTIES & INVESTMENTS PVT LTD
5-4-187/3 & 4,
M.G. ROAD,
SECUNDERABAD.

JL/54/TG01/01282/E/A00

28-SEP-2016

LIFT SPECIFICATION

Number Of Lifts/Type Of Lift	: ONE / ENDURONIC - PASSENGER
Load / Speed	: 8 Persons (544Kgs.) / 0.66 Mtr. Per Second
Drive	: MICRO PROCESSOR BASED VVVF
Travel / PIT / HEADROOM	: 46 FEET / PIT 1600mm / HEADROOM 4200 mm
Number Of Floors	: 5 (G+4 UPPER FLOORS)
Floor Display Char	: 0,1,2,3,4
Number Of Landing Entrances	: 5 (G+4 UPPER FLOORS)
Number and Position of Car Entrances	: 1 (ONE), IN FRONT ONLY
Position Of Machinery	: DIRECTLY ABOVE THE LIFT WELL - GEARED
Size of Lift Well	: 1800 X 1800 (MM Wide * MM Depth)
Lift Car Inside Size	: 1300 X 1100 X 2200 (MM Wide * MM Depth * MM Height)
Clear opening of Gates / Doors / Lintel	: 800 X 2000 (MM Wide * MM Height) Lintel - 2250 mm .
Type or Design of Lift Car	: PRE-COATED STEEL - GREY -
Additional Car Spec	: No
Car Ceiling - Car Floor	: SLEEK (SMALL CIRCULAR LIGHTS) - GREY -PVC
Car Fittings	: LED LIGHTS & REGULAR (CIRCULAR) - FAN
Type Of Car Front Entrance Protection	: POWER OPERATED CENTRE OPENING SLIDING DOOR - PRE-COATED STEEL - GREY
Land Entrance Protection (0,1,2,3,4)	: CENTRE OPENING SLIDING DOOR - PRE-COATED STEEL - GREY
Landing Door Frame (0,1,2,3,4)	: PRE-COATED STEEL - GREY
Type Of Control System	: MICROPROCESSOR BASED SIMPLEX SELECTIVE COLLECTIVE CONTROL WITH / WITHOUT ATTENDENT
Electric Supply	: AC 400/440 VOLTS, 3 PHASE, 50 CYCLES
Delivery Period / Time Of Erection	: 6MONTHS / EX-WORKS / 12 WEEKS
Special Addition Spec	:
Special Inclusions:	: REFER ANNEXURE

for JOHNSON LIFTS PRIVATE LIMITED,

Accepted By.....

(Signature with Seal and Date)

Authorised Signatory

Regd. Office : No.1 East Main Road, Annanagar Western Extn., Chennai 600 101. CIN : U27209TN1981PTC008718

Phone : 91 44 26152200(6 lines) Fax : 91 44 26151614 Email : info@johnsonliftsltd.com Website : www.johnsonliftsltd.com

DELIVERY SCHEDULE

DELIVERY:

We anticipate that we would be in a position to fabricate all the components required for this lift in about (6) (SIX MONTHS), Ex-works & Supply Only after the following conditions are met:

- Approval of General Arrangement Drawing by the customer.
- Plastering of lift shaft walls (if enclosure walls are in brick).
- Availability of 'A' form documents from client for submission to PWD/Inspection Authorities wherever applicable.
- Fulfilment of Payment terms for ordering of materials.
- In Case the above conditions are not met and site is not made ready as per the above requirement, we reserve the right to defer the date of despatch of materials and subsequent activities.

ERECTION:

In our Quotation we have included for erecting the lift components and all skilled and unskilled labour necessary to complete the erection, wiring and testing of the lift. The erection period shall be reckoned from the date on which the lift well is handed over to us after all civil portion of the work has been completed. The time required to complete the erection work is (12) (TWELVE WEEKS).

If the handing over of the site as specified in clause above is delayed from your side then the supply and installation will be deferred so as to synchronize with the site completion. In view of this, you will have to grant us the necessary extension in the completion period without imposition of any conditions.

We do not take any responsibility for delayed delivery or handing over of the lift, if the terms of payment are not observed or if your obligations as specified under preparatory work are not fulfilled in time or if formalities are delayed due to non-payment of fees, statutory approvals or if necessary technical details are missing or the approved layout drawings, etc. are not received by us in time without prejudice to our claims under this contract.

The above delivery and erection periods are given in good faith based on present day working conditions and are subject to extension to cover delays due to Force Majeure conditions. You shall not be entitled to claim damages for any loss directly or indirectly due to delay in delivery.

RECONDITIONING / REPLACEMENT OF MATERIALS :

In case of materials / components supplied by us whether installed or not, are required to be reconditioned / replaced at a later date due to

- a. Non-availability of power supply or other incomplete work by you.
- b. Damages on account of improper storage space provided by you.
- c. Force majeure conditions.
- d. Theft or pilferage from the work site.

All the above, the Cost should be payable by you on demand.

HANDING OVER :

To minimize inconvenience to both the parties, you agree to take over the lift as soon as the erection is completed, our erection crew will test and adjust the lift and will give you about a week's prior notice for your taking over the lift. Please note that our erectors have instructions not to allow customer usage of the lift until they are officially taken over.

TERMS AND CONDITIONS

PAYMENT TERMS :

30% of the contract value with the order

45 % of the contract value alongwith applicable taxes on receipt of advice from us for taking up production.

15% of the contract value alongwith applicable taxes immediately on receipt of materials.

5% of the contract value immediately on completion of erection.

Balance 5% of the contract value plus or minus any adjustments required immediately on commissioning or in any case within six months from the date of erection completion, if commencement of commissioning is delayed due to reasons beyond our control.

Partial Supplies when made, Payment shall be on pro-rata as above.

For the purpose of payment, each lift will be treated as a separate contract.

We reserve the right to discontinue the work at any time until payments are made as agreed and we have satisfactory assurance to us that the subsequent payments will be made as they fall due.

CANCELLATION OF CONTRACT :

In the event of cancellation of contract, we shall be charging you as follows:

- a) 10% of the contract value if the order is cancelled before the general arrangement drawing is prepared.
- b) 25% of the contract value if the order is cancelled within a month after the general arrangement drawing is approved.
- c) 40% of the contract value if the order is cancelled after 4 months of the approval of the general arrangement drawing.
- d) 90% of the contract value if the order is cancelled after the materials have been delivered at your site.

TERMINATION:

- a) In case the supply of lift materials is not completed WITHIN 1 YEAR from the date of conclusion of the contract due to default or delay in compliance of any terms of the contract by customer, company shall be at liberty any time thereafter to offer a revised time schedule for execution of the contract against revised price and payment terms.
- b) In case customer does not accept the revised offer made in accordance with clause (a) within 4 weeks of such revised offer, company shall be at liberty to treat the contract as cancelled by customer and proceed in accordance with the above cancellation of contract.

TITLE TO PROPERTY:

Any material supplied by us shall remain our property until payment is received in full and the lift is handed over. We reserve the right to remove any equipment supplied by us at your cost in case of default of any payment by you, irrespective of the manner of attachments to the reality, sale, mortgage or lease of the premises.

NON-DISCLOSURE OF INFORMATION OF DESIGNS, DATA AND INTELLECTUAL PROPERTY

The Customer shall keep confidential during the existence of this Quotation as well as after, the features, any equipment, pattern, designs, drawings, processes, engineering and business data and other technical and proprietary information (without limitation) furnished by us.

VALIDITY :

Unless otherwise specified, our quotation is effective for (30) days from the date of offer and thereafter it is subject to change or withdrawal without notice at our sole discretion.

PRICE ADJUSTMENT:

The price quoted by us will be kept valid for acceptance for 30 days from the date of this quotation. The agreed contract price which is subject to adjustment as per IEEMA Price Adjustment Provision included in the contract shall be valid for the original contract period of completion or period of 12 months whichever is later. Should the said period be extended beyond this stipulated time due to: (i) failure on your part to effect all advance payment as per agreed payment schedule; (ii) failure on your part to provide or approve drawings required for the manufacture of the contract; (iii) delay in completion of hoistway and machine room; (iv) force majeure conditions, we will submit for your acceptance the current price prevailing at the time materials are required, and on its acceptance by you, we will programme the supply and installation of the equipment. In the absence of your acceptance of the revised price and payment of additional advance that may become due, we may at our option, cancel the order with a cancellation charge.

RE-DEPLOYMENT :

If for any reasons not attributable to Johnson Lifts Pvt Ltd., our workmen have to be moved out of your site, then you will have to pay the additional cost involved in re-deployment of the workforce as & when demanded by us

TAXES & DUTIES :

All taxes and duties applicable at the time of supply will be leviable and payable on demand.

ARBITRATION:

In case of any dispute between us, the matter shall have to be settled by arbitration in Chennai by an arbitrator appointed by Johnson Lifts and courts in Chennai city shall have exclusive jurisdiction.

WARRANTY**A. GUARANTEE:**

the equipment offered are covered by our usual guarantee for one year from the date of handing over the lift in good working condition/ 18 months from the date of supply of material at site whichever is earlier our liability under this guarantee include factored items repair or replacement of all defective parts if any, which may prove faulty during this period including such parts as may be rendered inoperative by wear-and-tear but exclude Consumables (Lights / Fans / Batteries etc.) & such parts as may be rendered inoperative by vandalism / water seepage & leakage.

B. FREE SERVICE:

Periodical Service for the first 12 months will be carried out after the Lift has been handed over or offered for inspection. The date of commencement of free service will remain unchanged irrespective of any delay in building completion, availability of permanent power supply, inspection, taking over or commencing the use of the Lift.

C. TESTS:

The components of "Johnson" Lifts will be tested by us at our manufacturing works and at our suppliers works. At site, tests in accordance with BIS 14665-2000 will be carried out at the time of handing over the Lift. Apart from the components generally purchased by us, which are referred to as bought-out components, we reserve the right to form out any of the proprietary component, assembly or sub-assembly for the Lifts tendered while we undertake full responsibility for the proper performance of these items. These would be manufactured strictly in accordance with our drawings, design or requirements and would undergo the same rigid inspection as and when manufactured by us.

OUR OBLIGATIONS:

In addition to the supply of all the Lift Materials as per specifications, we agree to perform the following when applicable.

TECHNICAL ASSISTANCE :

We agree to provide technical assistance for getting approval with the Electrical Inspector or Lift Inspector wherever applicable. This includes for all electrical lay-out drawings concerned with the Lifts and also General Arrangement Drawings. However, the application and fees for inspection or approval will have to be submitted by you. Suitable guidance will be provided by us. The purchaser further agrees not to use the product(s) until the clearance / license is obtained.

Any liability arising out of using the Elevator / Escalator without Proper clearance / license shall be that of the purchaser.

GENERAL ARRANGEMENT DRAWINGS:

The General Arrangement Drawing will be sent to you in triplicate in approximately 5 weeks from the date of receipt of complete site details along with order. The purpose of this drawing is to clearly indicate to you pertinent dimensional details of the Lift Shaft, pit, machine room, car and landing openings etc., In case any modification is required by you in our General Arrangement Drawing it is advisable to hold on construction till the revised General Arrangement Drawing is resubmitted by us and approved by you. Please note that the above set of drawings will give you complete information for the civil constructions.

- Necessary drawings if required for steel work will be provided
- Necessary drawing tool door frames will be provided by us.
- We shall also provide necessary help while casting the machine room floor slab.
- We agree to provide necessary labour for erection and commissioning of the Lift.

CUSTOMERS CONTRACT OBLIGATIONS

The Tender excludes, the following items and it shall be responsibility of the customers to provide these to meet our requirements.

- * Builders work such as forming Lift Well, Pit and Machine Room which shall be dry and free from dust with necessary access according to local regulations and all minor builders work such as cutting away making good etc., and also Lift Shaft painting / white washing with 2 coats. Machine Room Floor including any reinforcement necessary for load bearing.
- * Construction of lift shaft and machine room as per General Arrangement drawing.
- * Use of Tower Cranes to be provided for lifting machine room equipment.
- * Landing door frames for the landing gate.
- * Dividing beams for multiple wells and inter_well pit screens. Pit should be waterproof.
- * Guarding of Openings
- * Scaffolding, Planks and ladders to our requirements.
- * Storage of materials, tools and clothing in a suitably locked (space at ground floor), dry, ventilated and illuminated storage space protected from theft and damage.
- * Working lights and temporary and permanent electricity suppliers. Cost of electricity and water to be provided by the client to carry out the erection and testing work.
- * Cleaning down, renewal or replacement of lift equipment damaged by dust to dry grinding of mosaic or other builders work.
- * Fees for inspection of the Lift by the Lift Inspector or Electrical Inspector or any other fees charges by the surveyor or Corporation or Municipality or other Government agencies.
- * Wiring of main and earth wires from the source of supply to the machine room terminating in a TPIC switch fuse.
- * Provide power supply in the lift machine rooms during the installation and for permanent operation of elevators; electric power of 415V 50Hz 3 Phase and 240V 50Hz 1 Phase terminating in suitable main switches for power and lighting circuits with necessary breakers accessories like MCB's (rating as mentioned in our General arrangement drawing), suitable earthing leads and other protective devices necessary to meet legal code requirements.
- * To supply & install suitable rated voltage stabilizer in the lift machine room for each elevator, to accommodate voltage fluctuation beyond +7 % or -7% of the equipment rated voltage.
- * Suitable lighting of the shaft way and machine room, exhaust fan, rubber mat, fire extinguisher and First Aid box to be provided.
- * RSJ for supporting the winding machine
- * Architraves to the landing entrance.
- * Metal door to be fixed in the machine room.
- * If specifications like telephone, piped music, BMS Contacts, is being supplied in the elevators, then we will terminate the wirings for the same in the respective lift machine rooms, all subsequent works / wiring and including supply and installation of telephones, speakers etc., will have to be carried out by other contractors.
- * The lift power wiring (Armoured cable) should be taken out side lift shaft. The single phase wiring for lift and bulk head fitting also to be taken from ground floor to lift machine room separately for each lift.
- * Suitable living accommodation for the erection crew (complete with light, running water and sanitary facilities) at or near the site.
- * Unloading and storing of material at site.

Branch Office : Plot No.B-31 (Part), Tie,Balanagar, ,Hyderabad , 500037

MODI PROPERTIES & INVESTMENTS PVT LTD

5-4-187/3 & 4,

M.G. ROAD,

SECUNDERABAD.

PRICE SCHEDULE

Dear Sir,

We are prepared to supply, erect and commission at site ONE No/s. "JOHNSON" 8 persons (544 Kgs) PASSENGER lift for your Building/Project at NILGIRI ESTATES ,CLUB HOUSE ,RAMPALLY.,0 in accordance with the terms and conditions and lift specification as per our offer No. JL/54/TG01/01282/E/A00 for the following prices :

Rs.1010000.00 (RUPEES TEN LAKH TEN THOUSAND ONLY PER LIFT)(INCLUSIVE OF TAXES & DUTIES)

All Cheques/Drafts must be drawn in favour of " Johnson Lifts Private Limited"

This offer from pages 1 to 10 accepted by you shall constitute the contract between us to make this offer a legal and valid contract binding on both parties. The above quoted price is based on the premise of treating the transaction as "Works Contract". Break up for price and proof of tax payment cannot be provided.

TAXES :

CENTRAL EXCISE:

Under Central Excise Tariff Act, 1985, Lifts(Elevators) Components are classified under chapter heading No : 8431 for which the current rate of duty is 12.5% and included in the offer. The price quoted above is inclusive of such duty only on the Manufactured Parts & Components.

TELANGANA - TAX RATE	5 %
SERVICE TAX	14 %
SWACHH BHARAT CESS	.5 %
KRISHI KALYAN CESS	.5 %

OTHER LEVIES:

In addition to the above, any taxes, duties, octroi, surcharge, cess etc. and any changes like introduction of any new Act by any Government Authorities like Central and State Governments, Government of Union Territories, Municipal, Local Body Authorities, etc. and charges levied in consequent to that shall be billed. Any variation in the above tax structure shall be collected on actual basis at the time of billing.

CONCLUSION OF CONTRACT:

This draft contract or offer is valid up to 30 days from the date of offer for acceptance by customer. The Contract, however,shall be deemed concluded and to have come into force only on confirmation by the authorised signatory of company at its Regional/Branch/Other offices after assignment of lift work order numbers from our Head Office, Chennai.

For JOHNSON LIFTS PRIVATE LIMITED

Accepted By.....

Customer's Signature & Seal

Name of the person signed

Offer made

AUTHORISED SIGNATORY

Contract Confirmed

AUTHORISED SIGNATORY

Regd. Office : No.1 East Main Road, Annanagar Western Extn., Chennai 600 101. CIN : U27209TN1981PTC008718

Phone : 91 44 26152200(6 lines) Fax : 91 44 26151614 Email : info@johnsonliftsltd.com Website : www.johnsonliftsltd.com

***IEEMA PRICE VARIATION CLAUSE FOR LIFT WORKS CONTRACT**

The Price quoted or confirmed is based on the cost of raw materials, components and labour as on the date of quotation and the same is deemed to be related to wholesale price index for material products and All India Average Consumer Price Index Number for Industrial Workers as specified below. In case of any variation in these index numbers, the Price shall be subject to adjustment up or down in accordance with the following formula:

$$P = \frac{Po}{100} \left[15 + 55 \frac{MP}{MPo} + 15 \frac{Wo(D)}{Wo} + 15 \frac{Wo(I)}{Wo} \right]$$

P = Price payable as adjusted in accordance with the above price variation formula.

Po = Price quoted Confirmed.

MPo = Wholesale Price Index Number for Material Products as published by the Office of the Economic Adviser, Minister of Industry, Government of India, in their weekly bulletin Revised Index Number of Wholesale 'Prices' (base 1981-82 = 100), for the week ending 1st Saturday of relevant calendar month.

Wo = All India Average Consumer Price Index Number for Industrial Workers (base = 1982 = 100) as published by Labour Bureau, Ministry of Labour, Government of India.

The above index numbers i.e. MPo and Wo are those published by IEEMA as prevailing on the first working day of the calendar month prior to date of quotation e.g. when offer is submitted in June 1988, and Wo = All India Average Consumer Price Index Number would be that for the month of Feb. 1988.

MP = Wholesale Price Index Number of material products as published by the officer Economic Adviser, Ministry of Industry, Government of India, in their Weekly Bulletin Revised index number Wholesale Price (base 1981-82 = 100)

The application wholesale Price Index Number for metal products would be that prevailing on the 1st Saturday on the month covering the date four months prior to date of delivery.

Wo(D) = All India Consumer Price Index Number for Industrial Workers (base 1982 = 100) as published by Labour Ministry of Labour, Government of India.

The Applicable All India Average Consumer Price Index Number for Industrial workers as published by Labour Bureau, Ministry of Labour, Government of India, would be for the month four months prior to the date of delivery manufactured material.

Wo(I) = All India Consumer Price Index Number of Industrial Workers (base 1982 = 100) as Published by Labour Bureau, Ministry of Labour, Government of India, would be for the month four months prior to the date of completion of installation.

e.g. If the date of delivery in terms clause given below falls December 1988, the applicable Index 'MP' would be as prevailing on the week ending 1st August 1988, and 'Wo(D)' will be for the month of August 1988. If the date of Completion of each installation is June 1989 the applicable 'Wo(I)' will be for the Month of Feb. 1989.

The date of delivery shall be the date on which the manufactured material is notified as being ready for inspection/despatch (in the absence of such notification, the date of manufacturer's despatch note shall be considered as the date of delivery.)

The date of completion of each installation shall be the date on which the work is notified as being completed and is available for inspection (in the absence of such notification, the date of manufacturer's not intimating such completion shall be considered as the crucial date) or the contracted completion date for such installation or part of installation (including any agreed extension thereto), whichever shall be earlier.

The Index number for metal products is published weekly, but if there are any changes the same are incorporated in the issue appearing in the following week. For the purpose of this Price Variation Clause the index figures shall apply.

Note :

- 1 The sole purpose of the stipulation is to arrive at the amount of the entire contract under this various situations. The above stipulations do not indicate any Intentions to sell materials under this contract as movables.
- 2 The claim on this will be made at two -stages-one at the despatch of materials and the other at the time of completion of erection
- 3 All the above Index Numbers are declared by RBI and published by IEEMA every month and such publications shall be the only document in support of our claim.

28-SEP-2016

MODI PROPERTIES & INVESTMENTS PVT LTD
5-4-187/3 & 4,
M.G. ROAD,
SECUNDERABAD.
No

LIFT SPECIFICATION (ANNEXURE)

SPECIAL INCLUSIONS :

- 1 Landing Push Button In Landing Door Frames
- 2 Battery Operated Emergency Light And Alarm Bell
- 3 Automatic Rescue Device
- 4 Vandal Proof S.S. Button With S.S. Cover
- 5 Call Register Signal And Vf Door Operator
- 6 Digital Position Indicator In Car And Landings
- 7 False Ceiling In Car
- 8 Free Service For One Year
- 9 Infra Red Door Screen
- 10 Overload Warning Indicator
- 11 Ss Handrail On Rear Side

for JOHNSON LIFTS PRIVATE LIMITED,

Accepted by : _____
(Signature with seal and date)

AUTHORISED SIGNATORY.

Name of the Person Signed

**Designation of the person signed
if signed for Company / Corporate Body**

□

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Otis Elevator Company
(India) Limited

Neg No:52N89940
Date : 15 August 2016
CIN No. : U29150MH1953PLC009158
M/s. B&C Estates
Paramount Estates,
Nagaram,
Hyderabad Telengana
500003

Dear Sir,
Sub.: Proposal for (2) No. OTIS Electric Traction Elevator for your Site at HYDERABAD , Telengana ,
500001
Our Negotiation No. 52N89940

As desired, we take pleasure in submitting herewith our Proposal Specifications No. 52N89940 dt. 15 August 2016 , in duplicate and layout for (2) No. OTIS Electric Traction Elevator for your subject building.

In the event you decide to place an order on us, kindly sign on all pages and return both copies of our proposal along with the advance payment cheque, when one copy duly approved by our authorized official will be returned to you for your records.

In case you desire any further information / clarification, please do not hesitate to contact us.

We now look forward to receiving your valued order, which we assure you, will receive best OTIS attention always.

Thanking you,

Yours faithfully,
OTIS ELEVATOR COMPANY (INDIA) LTD.
For OTIS ELEVATOR COMPANY (INDIA) LIMITED

B Ravi Kiran
Sr. Engineer-NE Sales
+91-9959094412
Encl : As above



Otis Elevator Company
(India) Limited

M/s. B&C Estates Paramount Estates, Nagaram, Hyderabad Telengana	Neg No: 52N89940 Date :15 August 2016 MODEL CODE: GeN2-Nova
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Proposal of (4) nos. OTIS Elevators for your Project at HYDERABAD , Telengana

To be furnished and erected in accordance with the following details :

6Passenger,10Stops Duplex	
PRODUCT	: GeN2-Nova
DETAILS	: GeN2-Nova VXN
CAPACITY (kgs)	: 408 Kg, 6 persons.
SPEED (mps)	: 1 mps
RISE (m)	: 30 m
STOPS	: 10 Stops With (all opening on the same side)
CONTROLLER TYPE	: ACD3-MR
DRIVE	: VF Regenerative (Closed Loop)
POWER SUPPLY	: 400/415 Volts (3 Phase AC)
OPERATION	: Full collective operation
CAR GROUP	: Two cars (duplex)
MACHINE	: PM Gearless (Located above shaft)
TRACTION MEDIA	: Flat Coated Steel Belt
CAR FINISH	: • Rear Mid Panel = Powder Coated Paint • Rear Corner Panels = Powder Coated Paint • Side Panels = Powder Coated Paint • Front Panels = Powder Coated Paint
FALSE CEILING TYPE	: CD-41
FLASE CEILING FINISH	: Cream
VENTILLATION	: Cross flow fan
HAND RAILS	: Stainless Steel Mirror Finish Handrails on rear car panels
FLOORING	: Vinyl Tiles
CAR DOOR FINISH	: Powder Coated Paint
LANDING DOORS FINISH	: Powder Coated Paint
FIRE RATED DOORS	: Fire rating-60mins
PIT DEPTH	: 1350
OVERHEAD	: 5000
HOISTWAY DIMENSIONS (W x D - mm)	: 1775 mm W x 1600 mm D
CAR DIMENSIONS (W x D x H - mm)	: 1000 mm W x 1050 mm D x 2200 mm D

3.23 x 3.5 x 7.33

Telephone : (022) 6679 5151 / 2844 9700
Head Office : 9th Floor, Magnus Towers, Mindspace, Link Road, Malad(West), Mumbai – 400 064
Visit us at : www.otis.com



Otis Elevator Company
(India) Limited

CAR & HOISTWAY DOOR TYPE	: Central opening (CO) doors
DOOR OPENING (W x H - mm)	: 700 mm W x 2000 mm H
DOOR OPERATOR	: DC Door Operator
COP	: Gien Buttons in Stainless Steel #4(Hairline)
CAR POSITION INDICATOR	: Dot matrix(RED LED) Scrolling Display
HALL FIXTURES	: O2000
HALL FIXTURE FACE PLATE	: Stainless Steel Mirror Finish
HALL BUTTON ARRANGEMENT	: Hall Button with HPI
STANDARD FEATURES	: Anti-nuisance Car Call Protection, Independent Service (for Duplex only), Overload Device, Nudging, Emergency Firemen's Service, Emergency Car Light Unit, Infrared Curtain Door Protection, Door Time Protection, Emergency Alarm Button, Extra Door Time of Lobby & Parking, Door Open/Close Button, Manual Rescue Operation, Belt Inspection Drive, Auto Fan Cut Off
OPTIONS INCLUDED	: Automatic Rescue operation,

Telephone	: (022) 6679 5151 / 2844 9700
Head Office	: 9 th Floor, Magnus Towers, Mindspace, Link Road, Malad(West), Mumbai – 400 064
Visit us at	: www.otis.com



Otis Elevator Company
(India) Limited

8Passenger,10Stops	
PRODUCT	: Gen2-Nova
DETAILS	: Gen2-Nova VXN
CAPACITY (kgs)	: 544 Kg, 8 persons.
SPEED (mps)	: 1 mps
RISE (m)	: 30 m
STOPS	: 10 Stops With (all opening on the same side)
CONTROLLER TYPE	: ACD3-MR
DRIVE	: VF Regenerative (Closed Loop)
POWER SUPPLY	: 400/415 Volts (3 Phase AC)
OPERATION	: Full collective operation
CAR GROUP	: Two cars (duplex)
MACHINE	: PM Gearless (Located above shaft)
TRACTION MEDIA	: Flat Coated Steel Belt
CAR FINISH	: • Rear Mid Panel = Powder Coated Paint • Rear Corner Panels = Powder Coated Paint • Side Panels = Powder Coated Paint • Front Panels = Powder Coated Paint
FALSE CEILING TYPE	: CD-41
FLASE CEILING FINISH	: Cream
VENTILLATION	: Cross flow fan
HAND RAILS	: Stainless Steel Mirror Finish Handrails on rear car panels
FLOORING	: Vinyl Tiles
CAR DOOR FINISH	: Powder Coated Paint
LANDING DOORS FINISH	: Powder Coated Paint
FIRE RATED DOORS	: Fire rating-60mins
PIT DEPTH	: 1350
OVERHEAD	: 5000
HOISTWAY DIMENSIONS (W x D - mm)	: 1850 mm W x 1650 mm D
CAR DIMENSIONS (W x D x H - mm)	: 1100 mm W x 1300 mm D x 2200 mm D
CAR & HOISTWAY DOOR TYPE	: Central opening (CO) doors
DOOR OPENING (W x H - mm)	: 800 mm W x 2000 mm H
DOOR OPERATOR	: DC Door Operator
COP	: Gien Buttons in Stainless Steel #4(Hairline)
CAR POSITION INDICATOR	: Dot matrix(RED LED) Scrolling Display
HALL FIXTURES	: O2000

Telephone : (022) 6679 5151 / 2844 9700
Head Office : 9th Floor, Magnus Towers, Mindspace, Link Road, Malad(West), Mumbai – 400 064
Visit us at : www.otis.com



Otis Elevator Company
(India) Limited

HALL FIXTURE FACE PLATE	:	Stainless Steel Mirror Finish
HALL BUTTON ARRANGEMENT	:	Hall Button with HPI
STANDARD FEATURES	:	Anti-nuisance Car Call Protection, Independent Service (for Duplex only), Overload Device, Nudging, Emergency Firemen's Service, Emergency Car Light Unit, Infrared Curtain Door Protection, Door Time Protection, Emergency Alarm Button, Extra Door Time of Lobby & Parking, Door Open/Close Button, Manual Rescue Operation, Belt Inspection Drive, Auto Fan Cut Off
OPTIONS INCLUDED	:	Automatic Rescue operation,

Telephone
Head Office
Visit us at

: (022) 6679 5151 / 2844 9700
: 9th Floor, Magnus Towers, Mindspace, Link Road, Malad(West), Mumbai – 400 064
: www.otis.com



Otis Elevator Company
(India) Limited

MAINTENANCE

Our quotation includes charges towards maintenance for twelve months. The period of this maintenance shall commence from the date of completed installation and handing over of the lift. The date of commencement of this service shall remain firm 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 checkups and other necessary adjustment and lubrication of the equipment by trained and competent personnel under our direction and supervision. The required supplies and parts will be provided except such parts as may be necessary due to negligence, misuse or accidents not attributable to the manufacturing deficiencies of the product. Upon your request, special inspections will be carried out should trouble develop between regular inspections and you agree to notify us promptly of any such trouble. All work will be performed during our regular working hours of our regular working days except for emergency and minor adjustment callback 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 under the terms and conditions of this contract.

It is agreed that you shall continue to be the exclusive owner of the equipment and thereby the possession or control thereof.

We 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 we be liable for consequential damages

PREPARATORY WORK***You Agree at Your Cost:***

- 1 TO FURNISH within two weeks (or sooner if required) from the date of acceptance of this proposal, all required data for the performance of this contract.
- 2 TO DESIGN AND FURNISH a properly framed and enclosed legal elevator hoistway /structure which shall withstand the forces and loads resulting from use of the elevator. The hoistway should be lighted and be treated and painted to minimize the accumulation and circulation of dust.
- 3 TO provide an elevator pit of appropriate depth below the lowest landing and, if required, suitable drains and waterproofing.
- 4 TO provide AND INSTALL necessary hoistway, architraves, brick fascias/steel.
- 5 TO ensure all painting except of elevator material.
- 6 TO perform all cutting of walls, floors or partitions together with any repairs made necessary thereby, including grouting of all bolts, sills, members indicator and button boxes etc., in position
- 7 TO provide required power at the top floor landing terminating in suitable main switches for power and light circuits with circuit breakers, suitable earthing leads to top floor landing (refer layout) and other electrical protective devices necessary to meet legal code requirements.
- 8 TO provide light outlet point at the middle of the hoistway and a light point in the pit.
- 9 TO arrange, during the erection, electric power of the necessary characteristics to provide illumination and for operation of tools and hoists if required and current for starting, testing and adjusting the elevator.
- 10 TO GUARD AND PROTECT the hoistway.
- 11 TO COMPLETE all work in such time as not to delay our work.
- 12 TO undertake the responsibility in whole or in part to pay and bear pro-rata expense of electric current, or expenses of any nature relating to the rest of the building and other contractor's work (unless provided for herein).
- 13 TO PAY all fees that may be required in connection with the erection or preparation of the structure in which the elevator equipment is to be erected, including any general permit/certificate fees, usually billed by Governmental agency directly to the owner also including license fees for the installation or inspection of the elevator equipment

- 14 TO PROVIDE suitable weatherproof lockup storage accommodation of approximately 50 Sq.M. per elevator with electric lights for elevator materials at the ground floor level near the hoistway. This should be available well before the arrival of the materials.
- 15 TO PROVIDE and maintain adequate safety and security measures as also retain Otis safety infrastructure to prevent any injury to third party or damage, theft or pilferage of material during storage, erection period and until the elevator is handed over.
- 16 To provide hoisting hooks in the ceiling as per the arrangements shown in the equipment layout, that will support the loads indicated. These hooks must be certified for the loads indicated.
- 17 Provide a niche at the top portion of hoistway as indicated in the GA drawing.
- 18 TO PROVIDE acceptable living accommodation (complete with light, running water & sanitary facilities) for our erection crew at or near to site.
- 19 TO INDEMNIFY and save us harmless against all liability arising out of your failure to carry out and comply with any of the Foregoing requirements.

CONDITIONS OF CONTRACT

1. This Quotations shall remain valid and effective for 30 days from the date of proposal and thereafter shall be subject to change without notice.
2. The agreed contract price shall be valid for 52 weeks from the date of your acceptance of this proposal. Should the said period be extended beyond this stipulated time due to (i) non-payment of the agreed amount as per clause 5 below; and / or (ii) due to non-submission of data or approved drawings required for the manufacture of the elevator as per clause 4 below ; and / or (iii) delay in completion of the hoistway and machine room, we will submit for your acceptance the revised price prevailing on the date of such quotation and on its acceptance by you, we will programme the supply and installation of the equipment. In the absence of your acceptance of the revised price and payment of any additional advance that may become due, we may at our option, cancel the order with a cancellation charge of 10% .
3. The adjustment in price resulting from tax variation or imposition of fresh taxes included in this proposal may be claimed by us as soon as the amount thereof is ascertainable and shall be payable on demand.
4. You agree to furnish us, within two weeks from the date of this agreement, all required data for the performance of the contract. You agree that the hoistway structure along with preparatory work shall be ready and the proper electric power available in suitable place by the required date, after which we are to have their uninterrupted use for installation and adjustment of the elevator(s). If you cannot provide electric power by the required date and the installation of the equipment has been completed, you shall take over the elevator(s) and make payments as they fall due for payment in accordance with clause 5 below. Any delay due to this shall result in automatically extending the contract completion period accordingly.
5. Payment shall be made pro rata basis per elevator as follows: 35% of contract value with your acceptance of this proposal, 55 % of contract value before scheduling of materials and the remaining 10% of contract value on commissioning or within 30 days of Otis's readiness to commission the equipment with the further provision that if we are delayed by any cause beyond our control, the final 10% will be paid to us within 90 days from the date the materials are ready for dispatch. Partial supplies when made shall be payable on pro rata basis as above. Any payment made after the due date shall bear late payment charges from such date at the rate of 1.5% per month or part thereof which you agree and will not be disputed later for justification. We reserve the right to dispose of the equipment or to discontinue our 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 we have assurance satisfactory to us that subsequent payments will be made as they fall due. We shall resume the work subject to our other manufacturing and / or erection commitments or schedules at that time. Provided that, this will in no way relieve you of your 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 & on unit wise basis.
6. It is agreed that our workmen shall be given a safe place to work and we reserve the right to discontinue our work in the building whenever, in our opinion, this provision is being violated.

7. Unless otherwise agreed, it is understood that the work will be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rate for such work, shall be added to the contract price.
8. Force majeure: Under no circumstances shall either of us be liable for any loss, damage or delay due to any cause beyond your/our reasonable control, including but not limited to lack of shipping space, embargoes, acts of any Government, strikes, lockouts, fire, accident, explosion, flood, riots, civil commotion, war, malicious mischief, delays in supplies of raw materials and components at our Works due to any or all of the reasons, such as energy crisis, 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 of the State's enemies, or act of third party. Delay resulting from any cause beyond your/our reasonable control shall extend the time for completion of the work and the commencement of the free maintenance period. If for any such reasons, we cannot supply the equipment covered by this contract within 24 weeks from the date of your acceptance of this proposal, we may, at our option, cancel the contract without being liable to pay any damages or compensation. Under no circumstances, shall either of us be liable for special, indirect or consequential loss or damages of any kind.
9. The title to each elevator shall pass to you when all payments for such elevator are received. We shall retain the right to lien and the right to retake possession of the elevator or any part thereof at your cost in the event of any default 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 you legal expenses incurred in collecting payments hereunder.
10. This contract shall be deemed to be an indivisible works contract.
11. Defect liability period: We hereby guarantee the material supplied and the workmanship of the elevator(s) under this contract for a period of 18 months from the date of initial supply of materials or 12 months from the date of completion of each elevator, whichever is earlier, and we 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 guarantee (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 unauthorized persons.
12. We shall not be required to install or alter any equipment requested by Government Authorities at their discretion and not specifically incorporated in the local codes. However, such changes as well as changes in local codes after the date of this proposal if feasible will be undertaken by us at extra cost.
13. If there are any changes, modifications, additions, deletions or extras to the scope of work outlined in this proposal, which are agreed to by us in writing, then, in such event, the contract

- price and the delivery period will be adjusted accordingly on mutually agreed terms and conditions.
14. This contract being an indivisible Works Contract, any packing cases, or left over materials or tools tackles, instruments, etc. brought to site are and shall remain our property. We reserve the right to sub-contract the work as and when we deem fit.
 15. If any descriptive matter, drawings or illustrations brochures are furnished with our proposal, they are approximate and submitted only to show the general style, arrangement and dimensions of the machinery offered.
 16. The equipment offered by us has been described in our attached specifications and complete equipment will be supplied and installed as per standard Otis design, manufacture and practice. In case of any variation between your specifications, terms and conditions and our quotation/specifications/correspondence, the latter shall prevail.
 17. If materials supplied by us, whether installed or not, are required to be reconditioned/replaced at a later date due to delay on account of (i) non availability of power supply or other incomplete work by you, (ii) force majeure conditions, (iii) non – payment of dues, the related cost shall be payable by you on demand.
 18. Presently we have our manufacturing unit in Karnataka. Based on the technical specifications of the said contract and depending on availability and feasibility of transport or material, Otis at its sole discretion will source the material either from its factory and/or any other source anywhere in India and/or from overseas and hence we will not be in a position to furnish the duty payment details in respect of the bought out and imported materials.
 19. If you cancel the contract and/or commit a breach of contract and or contract remains dormant for 24 weeks from signing the contract, we shall be entitled to claim damages and/or compensation, including the costs of the materials and loss of profits/administrative expenses actual or at the rate of 10% of the value of the contract, whichever is higher.
 20. All disputes, differences and claims whatsoever which shall at any time arise between the parties hereto or their respective representatives concerning this contract and all other documents in pursuance hereof as to the rights, duties, obligations or liabilities of the parties hereto respectively by virtue of this contract Shall be:
 - a) referred to senior managers of both the parties. If the parties fail to arrive at an amicable settlement and resolution of the issue then it.
 - b) Shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time. Such arbitration proceedings will take place in Bangalore* only, and shall be subject to jurisdiction of the Courts in Bangalore
 21. The amount /advance paid as per the terms of contract, will be subject to lien and apportionment over the expenses of the contract by OTIS, subject to condition that same has to be informed to the PARTY in writing. The PARTY agrees that the decision of OTIS will be final in this regard and the party agrees that the same will not be challenged on any legal grounds.

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22. This proposal when accepted by you and approved by our authorized official shall constitute the entire contract between us and all prior proposals, quotations, agreements, understandings, representations and arrangements not incorporated herein are superseded.
23. Any change in the terms and conditions of the contract after signing, shall be valid and binding only if the same are in writing and signed by authorized person from Head office of Otis situated in Mumbai. 24. It is agreed that the aggregate liability of Otis, whether under law or contract (including for third party claims) shall be limited to 25% of the Contract Value
25. The contract would be deemed to be concluded at Bangalore*, after allocation of contract number by Otis.
26. Delivery and Erection:
- a) We will complete the installation of the elevator within 24 weeks from the date of receipt of order, advance payment, layout approval and settlement of all technical details whichever is later.
 - b) The completion period as stated above is subject to your handling over to us for uninterrupted use a clear dry elevator hoistway structure complete in all respects as per approved layout drawing alongwith preparatory work and power supply 24 weeks before the completion date indicated in (a) above.
 - c) If during the inspection of site, we observe that there is a delay in completion of the hoistway structure or availability of power supply, we may at our option delay the final assembly of materials and shipment to site so as to synchronize with the hoistway and machine room completion date. In such an event, a fresh completion date will be established depending upon minimum installation time indicated in (b) above.
27. If for reasons not attributable to Otis, workmen have to be moved out of your site, in such cases you will have to pay the additional cost involved in re-deployment of the workforce as & when demanded by Otis.
28. You shall exclusively be responsible for procuring permits/licenses from Statutory/ Regulatory Authorities, including but not limited to Lift Inspectorate/ PWD Office and pay all necessary fees for such licenses/ permits and inspection fees. Otis may however at your request provide necessary support towards technical documentation and respond to and clarify technical queries as may be raised by the statutory
29. Otis India has entered into this Contract with you in good faith and in full reliance upon the representation made by you that you are not named in any of the watch lists issued by the various countries around the world.

In case this representation is found to be incorrect/breached, Otis India shall have the right to immediately cancel the Contract with no further liabilities or obligations on the Contract and be paid for the work performed till such date

M/s. B&C Estates Paramount Estates, Nagaram, Hyderabad Telengana	Neg No: 52N89940 Date :15 August 2016 MODEL CODE: GeN2-Nova
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WE PROPOSE to furnish and erect the installation outlined in the foregoing proposal

Lift Solution	Unit Price	No of Units	Price
6Passenger Duplex Unit MODEL CODE:GeN2-Nova	Rs. 12,00,000.00/-	2	Rs.24,00,000.00/-
8Passenger Duplex Unit MODEL CODE:GeN2-Nova	Rs. 13,85,000.00/-	2	Rs.27,70,000.00/-
Total Cost including delivery and installation			

The price/s quoted herein is/are inclusive of all taxes, as currently applicable, whether levied by the Central Government or the State Government or any Local Authority. In the event of any amendment or variation in the rate or methodology for charging the applicable taxes, and/or, should be any new levies imposed in respect of this contract, the entire burden of any additional levy shall be borne and payable by you on demand at any time, in addition to the price/s stated herein.

Without prejudice to the foregoing clause it is stated that the contract price shall be inclusive of service tax on erection, commissioning and installation services @14.5% as currently applicable on 20% of the contract value being the erection, commissioning and installation charges."

The customer shall exclusively be liable for payment of entry tax as may be applicable and provide necessary declaration as may be appropriate.

**TAX Identification Number (TIN) under VAT -----/
Unregistered Dealer**

OTIS ELEVATOR COMPANY (INDIA) LTD.,

**ACCEPTED
IN DUPLICATE ON _____**

SIGNATURE: _____

TITLE : _____

BY _____
**APPROVED FOR OTIS ELEVATOR CO. (I) LTD.
AT MUMBAI (MAHARASHTRA), INDIA**

AUTHORISED OFFICIAL

DATE: _____

CUSTOMERS SCOPE:

1. STEEL CHANNELS TO BE PROVIDED (IF THE SHAFT DIMENSIONS ARE MORE THAN THE REQUIRED DIMENSIONS.)
2. MINOR BUILDER WORKS.
3. STORAGE ROOM FOR MATERIAL STORAGE
4. POWER SUPPLY (3-PHASE) TO BE PROVIDED IN THE HOISTWAY
5. MACHINE ROOM LOUVERS HAS TO BE PROVIDED FOR VENTILATION
6. IF THE HOIST WAY WALLS ARE CONSTRUCTED WITH BRICK WALL, CHEMICAL FASTENERS TO BE PROVIDED AT THE TIME OF INSTALLATION.
7. SCAFFOLDING TO BE PROVIDED IN THE HOISTWAY

TERMS OF PAYMENT

Advance: Along with Order	35%
Material: CV six weeks prior to supply of materials (before scheduling)	55%
Final: CV on commissioning/within 30days from Otis readiness to commission/on completion of erection	10%

price and the delivery period will be adjusted accordingly on mutually agreed terms and conditions.

14. This contract being an indivisible Works Contract, any packing cases, or left over materials or tools tackles, instruments, etc. brought to site are and shall remain our property. We reserve the right to sub-contract the work as and when we deem fit.
15. If any descriptive matter, drawings or illustrations brochures are furnished with our proposal, they are approximate and submitted only to show the general style, arrangement and dimensions of the machinery offered.
16. The equipment offered by us has been described in our attached specifications and complete equipment will be supplied and installed as per standard Otis design, manufacture and practice. In case of any variation between your specifications, terms and conditions and our quotation/specifications/correspondence, the latter shall prevail.
17. If materials supplied by us, whether installed or not, are required to be reconditioned/replaced at a later date due to delay on account of (i) non availability of power supply or other incomplete work by you, (ii) force majeure conditions, (iii) non – payment of dues, the related cost shall be payable by you on demand.
18. Presently we have our manufacturing unit in Karnataka. Based on the technical specifications of the said contract and depending on availability and feasibility of transport or material, Otis at its sole discretion will source the material either from its factory and/or any other source anywhere in India and/or from overseas and hence we will not be in a position to furnish the duty payment details in respect of the bought out and imported materials.
19. If you cancel the contract and/or commit a breach of contract and or contract remains dormant for 24 weeks from signing the contract, we shall be entitled to claim damages and/or compensation, including the costs of the materials and loss of profits/administrative expenses actual or at the rate of 10% of the value of the contract, whichever is higher.
20. All disputes, differences and claims whatsoever which shall at any time arise between the parties hereto or their respective representatives concerning this contract and all other documents in pursuance hereof as to the rights, duties, obligations or liabilities of the parties hereto respectively by virtue of this contract Shall be:
 - a) referred to senior managers of both the parties. If the parties fail to arrive at an amicable settlement and resolution of the issues then it.
 - b) Shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time. Such arbitration proceedings will take place in Bangalore* only, and shall be subject to jurisdiction of the Courts in Bangalore
21. The amount /advance paid as per the terms of contract, will be subject to lien and apportionment over the expenses of the contract by OTIS, subject to condition that same has to be informed to the PARTY in writing. The PARTY agrees that the decision of OTIS will be final in this regard and the party agrees that the same will not be challenged on any legal grounds.

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M/s. B&C Estates Paramount Estates, Nagaram, Hyderabad Telengana	Neg No: 52N89940 Date :15 August 2016 MODEL CODE: GeN2-Nova
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WE PROPOSE to furnish and erect the installation outlined in the foregoing proposal

Lift Solution	Unit Price	No of Units	Price
6Passenger Duplex Unit MODEL CODE:GeN2-Nova	Rs. 12,00,000.00/-	2	Rs.24,00,000.00/-
8Passenger Duplex Unit MODEL CODE:GeN2-Nova	Rs. 13,85,000.00/-	2	Rs.27,70,000.00/-
Total Cost including delivery and installation			

The price/s quoted herein is/are inclusive of all taxes, as currently applicable, whether levied by the Central Government or the State Government or any Local Authority. In the event of any amendment or variation in the rate or methodology for charging the applicable taxes, and/or, should be any new levies imposed in respect of this contract, the entire burden of any additional levy shall be borne and payable by you on demand at any time, in addition to the price/s stated herein.

Without prejudice to the foregoing clause it is stated that the contract price shall be inclusive of service tax on erection, commissioning and installation services @14.5% as currently applicable on 20% of the contract value being the erection, commissioning and installation charges."

The customer shall exclusively be liable for payment of entry tax as may be applicable and provide necessary declaration as may be appropriate.

TAX Identification Number (TIN) under VAT -----/
Unregistered Dealer

OTIS ELEVATOR COMPANY (INDIA) LTD.,

**ACCEPTED
IN DUPLICATE ON _____**

SIGNATURE: _____

TITLE : _____

BY _____
APPROVED FOR OTIS ELEVATOR CO. (I) LTD.
AT MUMBAI (MAHARASHTRA), INDIA

AUTHORISED OFFICIAL

DATE: _____

CUSTOMERS SCOPE:

1. STEEL CHANNELS TO BE PROVIDED (IF THE SHAFT DIMENSIONS ARE MORE THAN THE REQUIRED DIMENSIONS.)
2. MINOR BUILDER WORKS.
3. STORAGE ROOM FOR MATERIAL STORAGE
4. POWER SUPPLY (3-PHASE) TO BE PROVIDED IN THE HOISTWAY
5. MACHINE ROOM LOUVERS HAS TO BE PROVIDED FOR VENTILATION
6. IF THE HOIST WAY WALLS ARE CONSTRUCTED WITH BRICK WALL, CHEMICAL FASTENERS TO BE PROVIDED AT THE TIME OF INSTALLATION.
7. SCAFFOLDING TO BE PROVIDED IN THE HOISTWAY

TERMS OF PAYMENT

Advance: Along with Order	35%
Material: CV six weeks prior to supply of materials (before scheduling)	55%
Final: CV on commissioning/within 30days from Otis readiness to commission/on completion of erection	10%



Otis Elevator Company
(India) Limited

Neg No:52N89940
Date : 28 September 2016
CIN No. : U29150MH1953PLC009158
M/s. B&C Estates
5-4-187/3&4, 2nd Floor, Soham Mansion, M.G.Road
Hyderabad Telengana
500003

Dear Sir,
Subj. Proposal for (1) No. OTIS Electric Traction Elevator for your Site at Rampally, HYDERABAD ,
Telengana , 500001
Our Negotiation No. 52N89940

As desired, we take pleasure in submitting herewith our Proposal Specifications No. 52N89940 dt. 28 September 2016 , in duplicate and layout for (1) No. OTIS Electric Traction Elevator for your subject building.

In the event you decide to place an order on us, kindly sign on all pages and return both copies of our proposal along with the advance payment cheque, when one copy duly approved by our authorized official will be returned to you for your records.

In case you desire any further information / clarification, please do not hesitate to contact us.

We now look forward to receiving your valued order, which we assure you, will receive best OTIS attention always.

Thanking you,

Yours faithfully,
OTIS ELEVATOR COMPANY (INDIA) LTD.
For OTIS ELEVATOR COMPANY (INDIA) LIMITED

B Ravi Kiran
Sr. Engineer-NE Sales
+91-9959094412
Encl : As above

Telephone : (022) 6679 5151 / 2844 9700
Head Office : 9th Floor, Magnus Towers, Mindspace, Link Road, Malad(West), Mumbai – 400 064
Visit us at : www.otis.com



Otis Elevator Company
(India) Limited

M/s. B&C Estates 5-4-187/3&4, 2nd Floor, Soham Mansion, M.G.Road Hyderabad Telengana 500003	Neg No: 52N89940 Date :28 September 2016 MODEL CODE: GeN2-Nova
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Proposal of (1) nos. OTIS Elevators for your Project at HYDERABAD , Telengana

To be furnished and erected in accordance with the following details :

Nilgiri Estates Club House	
PRODUCT	: GeN2-Nova
DETAILS	: GeN2-Nova VXN
CAPACITY (kgs)	: 544 Kg, 8 persons.
SPEED (mps)	: 1 mps
RISE (m)	: 14 m
STOPS	: 5 Stops With (all opening on the same side)
CONTROLLER TYPE	: ACD3-MR
DRIVE	: VF Regenerative (Closed Loop)
POWER SUPPLY	: 400/415 Volts (3 Phase AC)
OPERATION	: Full collective operation
CAR GROUP	: One car (simplex)
MACHINE	: PM Gearless (Located above shaft)
TRACTION MEDIA	: Flat Coated Steel Belt
CAR FINISH	: • Rear Mid Panel = Powder Coated Paint • Rear Corner Panels = Powder Coated Paint • Side Panels = Powder Coated Paint • Front Panels = Powder Coated Paint
FALSE CEILING TYPE	: CD-41
FLASE CEILING FINISH	: Cream
VENTILLATION	: Cross flow fan
HAND RAILS	: Stainless Steel Mirror Finish Handrails on rear car panels
FLOORING	: Vinyl Tiles
CAR DOOR FINISH	: Powder Coated Paint
LANDING DOORS FINISH	: Powder Coated Paint
PIT DEPTH	: 1350
OVERHEAD	: 5000
HOISTWAY DIMENSIONS (W x D - mm)	: 1800 mm W x 1650 mm D
CAR DIMENSIONS (W x D x H - mm)	: 1100 mm W x 1300 mm D x 2200 mm D
CAR & HOISTWAY DOOR	: Central opening (CO) doors

Telephone : (022) 6679 5151 / 2844 9700
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Otis Elevator Company
(India) Limited

TYPE	
DOOR OPENING (W x H - mm)	: 800 mm W x 2000 mm H
DOOR OPERATOR	: DC Door Operator
COP	: Gien Buttons in Stainless Steel #4(Hairline)
CAR POSITION INDICATOR	: Dot matrix(RED LED) Scrolling Display
HALL FIXTURES	: O2000
HALL FIXTURE FACE PLATE	: Stainless Steel #4(Hairline)
HALL BUTTON ARRANGEMENT	: Hall Button with HPI
STANDARD FEATURES	: Anti-nuisance Car Call Protection, Independent Service (for Duplex only), Overload Device, Nudging, Emergency Firemen's Service, Emergency Car Light Unit, Infrared Curtain Door Protection, Door Time Protection, Emergency Alarm Button, Extra Door Time of Lobby & Parking, Door Open/Close Button, Manual Rescue Operation, Belt Inspection Drive, Auto Fan Cut Off
OPTIONS INCLUDED	: Automatic Rescue operation,

Telephone : (022) 6679 5151 / 2844 9700
Head Office : 9th Floor, Magnus Towers, Mindspace, Link Road, Malad(West), Mumbai – 400 064
Visit us at : www.otis.com



Otis Elevator Company
(India) Limited

MAINTENANCE

Our quotation includes charges towards maintenance for twelve months. The period of this maintenance shall commence from the date of completed installation and handing over of the lift. The date of commencement of this service shall remain firm 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 checkups and other necessary adjustment and lubrication of the equipment by trained and competent personnel under our direction and supervision. The required supplies and parts will be provided except such parts as may be necessary due to negligence, misuse or accidents not attributable to the manufacturing deficiencies of the product. Upon your request, special inspections will be carried out should trouble develop between regular inspections and you agree to notify us promptly of any such trouble. All work will be performed during our regular working hours of our regular working days except for emergency and minor adjustment callback 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 under the terms and conditions of this contract.

It is agreed that you shall continue to be the exclusive owner of the equipment and thereby the possession or control thereof.

We 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 we be liable for consequential damages

Telephone	: (022) 6679 5151 / 2844 9700
Head Office	: 9 th Floor, Magnus Towers, Mindspace, Link Road, Malad(West), Mumbai – 400 064
Visit us at	: www.otis.com

PREPARATORY WORK***You Agree at Your Cost:***

- 1 TO FURNISH within two weeks (or sooner if required) from the date of acceptance of this proposal, all required data for the performance of this contract.
- 2 TO DESIGN AND FURNISH a properly framed and enclosed legal elevator hoistway /structure which shall withstand the forces and loads resulting from use of the elevator. The hoistway should be lighted and be treated and painted to minimize the accumulation and circulation of dust.
- 3 TO provide an elevator pit of appropriate depth below the lowest landing and, if required, suitable drains and waterproofing.
- 4 TO provide AND INSTALL necessary hoistway, architraves, brick fascias/steel.
- 5 TO ensure all painting except of elevator material.
- 6 TO perform all cutting of walls, floors or partitions together with any repairs made necessary thereby, including grouting of all bolts, sills, members indicator and button boxes etc., in position
- 7 TO provide required power at the top floor landing terminating in suitable main switches for power and light circuits with circuit breakers, suitable earthing leads to top floor landing (refer layout) and other electrical protective devices necessary to meet legal code requirements.
- 8 TO provide light outlet point at the middle of the hoistway and a light point in the pit.
- 9 TO arrange, during the erection, electric power of the necessary characteristics to provide illumination and for operation of tools and hoists if required and current for starting, testing and adjusting the elevator.
- 10 TO GUARD AND PROTECT the hoistway.
- 11 TO COMPLETE all work in such time as not to delay our work.
- 12 TO undertake the responsibility in whole or in part to pay and bear pro-rata expense of electric current, or expenses of any nature relating to the rest of the building and other contractor's work (unless provided for herein).
- 13 TO PAY all fees that may be required in connection with the erection or preparation of the structure in which the elevator equipment is to be erected, including any general permit/certificate fees, usually billed by Governmental agency directly to the owner also including license fees for the installation or inspection of the elevator equipment

- 14 TO PROVIDE suitable weatherproof lockup storage accommodation of approximately 50 Sq.M. per elevator with electric lights for elevator materials at the ground floor level near the hoistway. This should be available well before the arrival of the materials.
- 15 TO PROVIDE and maintain adequate safety and security measures as also retain Otis safety infrastructure to prevent any injury to third party or damage, theft or pilferage of material during storage, erection period and until the elevator is handed over.
- 16 To provide hoisting hooks in the ceiling as per the arrangements shown in the equipment layout, that will support the loads indicated. These hooks must be certified for the loads indicated.
- 17 Provide a niche at the top portion of hoistway as indicated in the GA drawing.
- 18 TO PROVIDE acceptable living accommodation (complete with light, running water & sanitary facilities) for our erection crew at or near to site.
- 19 TO INDEMNIFY and save us harmless against all liability arising out of your failure to carry out and comply with any of the Foregoing requirements.

CONDITIONS OF CONTRACT

1. This Quotations shall remain valid and effective for 30 days from the date of proposal and thereafter shall be subject to change without notice.
2. The agreed contract price shall be valid for 52 weeks from the date of your acceptance of this proposal. Should the said period be extended beyond this stipulated time due to (i) non-payment of the agreed amount as per clause 5 below; and / or (ii) due to non-submission of data or approved drawings required for the manufacture of the elevator as per clause 4 below ; and / or (iii) delay in completion of the hoistway and machine room, we will submit for your acceptance the revised price prevailing on the date of such quotation and on its acceptance by you, we will programme the supply and installation of the equipment. In the absence of your acceptance of the revised price and payment of any additional advance that may become due, we may at our option, cancel the order with a cancellation charge of 10% .
3. The adjustment in price resulting from tax variation or imposition of fresh taxes included in this proposal may be claimed by us as soon as the amount thereof is ascertainable and shall be payable on demand.
4. You agree to furnish us, within two weeks from the date of this agreement, all required data for the performance of the contract. You agree that the hoistway structure along with preparatory work shall be ready and the proper electric power available in suitable place by the required date, after which we are to have their uninterrupted use for installation and adjustment of the elevator(s). If you cannot provide electric power by the required date and the installation of the equipment has been completed, you shall take over the elevator(s) and make payments as they fall due for payment in accordance with clause 5 below. Any delay due to this shall result in automatically extending the contract completion period accordingly.
5. Payment shall be made pro rata basis per elevator as follows: 35% of contract value with your acceptance of this proposal, 55 % of contract value before scheduling of materials and the remaining 10% of contract value on commissioning or within 30 days of Otis's readiness to commission the equipment with the further provision that if we are delayed by any cause beyond our control, the final 10% will be paid to us within 90 days from the date the materials are ready for dispatch. Partial supplies when made shall be payable on pro rata basis as above. Any payment made after the due date shall bear late payment charges from such date at the rate of 1.5% per month or part thereof which you agree and will not be disputed later for justification. We reserve the right to dispose of the equipment or to discontinue our 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 we have assurance satisfactory to us that subsequent payments will be made as they fall due. We shall resume the work subject to our other manufacturing and / or erection commitments or schedules at that time. Provided that, this will in no way relieve you of your 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 & on unit wise basis.
6. It is agreed that our workmen shall be given a safe place to work and we reserve the right to discontinue our work in the building whenever, in our opinion, this provision is being violated.

7. Unless otherwise agreed, it is understood that the work will be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rate for such work, shall be added to the contract price.
8. Force majeure: Under no circumstances shall either of us be liable for any loss, damage or delay due to any cause beyond your/our reasonable control, including but not limited to lack of shipping space, embargoes, acts of any Government, strikes, lockouts, fire, accident, explosion, flood, riots, civil commotion, war, malicious mischief, delays in supplies of raw materials and components at our Works due to any or all of the reasons, such as energy crisis, 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 of the State's enemies, or act of third party. Delay resulting from any cause beyond your/our reasonable control shall extend the time for completion of the work and the commencement of the free maintenance period. If for any such reasons, we cannot supply the equipment covered by this contract within 24 weeks from the date of your acceptance of this proposal, we may, at our option, cancel the contract without being liable to pay any damages or compensation. Under no circumstances, shall either of us be liable for special, indirect or consequential loss or damages of any kind.
9. The title to each elevator shall pass to you when all payments for such elevator are received. We shall retain the right to lien and the right to retake possession of the elevator or any part thereof at your cost in the event of any default 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 you legal expenses incurred in collecting payments hereunder.
10. This contract shall be deemed to be an indivisible works contract.
11. Defect liability period: We hereby guarantee the material supplied and the workmanship of the elevator(s) under this contract for a period of 18 months from the date of initial supply of materials or 12 months from the date of completion of each elevator, whichever is earlier, and we 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 guarantee (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 unauthorized persons.
12. We shall not be required to install or alter any equipment requested by Government Authorities at their discretion and not specifically incorporated in the local codes. However, such changes as well as changes in local codes after the date of this proposal if feasible will be undertaken by us at extra cost.
13. If there are any changes, modifications, additions, deletions or extras to the scope of work outlined in this proposal, which are agreed to by us in writing, then, in such event, the contract

price and the delivery period will be adjusted accordingly on mutually agreed terms and conditions.

14. This contract being an indivisible Works Contract, any packing cases, or left over materials or tools tackles, instruments, etc. brought to site are and shall remain our property. We reserve the right to sub-contract the work as and when we deem fit.
15. If any descriptive matter, drawings or illustrations brochures are furnished with our proposal, they are approximate and submitted only to show the general style, arrangement and dimensions of the machinery offered.
16. The equipment offered by us has been described in our attached specifications and complete equipment will be supplied and installed as per standard Otis design, manufacture and practice. In case of any variation between your specifications, terms and conditions and our quotation/specifications/correspondence, the latter shall prevail.
17. If materials supplied by us, whether installed or not, are required to be reconditioned/replaced at a later date due to delay on account of (i) non availability of power supply or other incomplete work by you, (ii) force majeure conditions, (iii) non - payment of dues, the related cost shall be payable by you on demand.
18. Presently we have our manufacturing unit in Karnataka. Based on the technical specifications of the said contract and depending on availability and feasibility of transport or material, Otis at its sole discretion will source the material either from its factory and/or any other source anywhere in India and/or from overseas and hence we will not be in a position to furnish the duty payment details in respect of the bought out and imported materials.
19. If you cancel the contract and/or commit a breach of contract and or contract remains dormant for 24 weeks from signing the contract, we shall be entitled to claim damages and/or compensation, including the costs of the materials and loss of profits/administrative expenses actual or at the rate of 10% of the value of the contract, whichever is higher.
20. All disputes, differences and claims whatsoever which shall at any time arise between the parties hereto or their respective representatives concerning this contract and all other documents in pursuance hereof as to the rights, duties, obligations or liabilities of the parties hereto respectively by virtue of this contract Shall be:
 - a) referred to senior managers of both the parties. If the parties fail to arrive at an amicable settlement and resolution of the issues then it.
 - b) Shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time. Such arbitration proceedings will take place in Bangalore* only, and shall be subject to jurisdiction of the Courts in Bangalore
21. The amount /advance paid as per the terms of contract, will be subject to lien and apportionment over the expenses of the contract by OTIS, subject to condition that same has to be informed to the PARTY in writing. The PARTY agrees that the decision of OTIS will be final in this regard and the party agrees that the same will not be challenged on any legal grounds.

22. This proposal when accepted by you and approved by our authorized official shall constitute the entire contract between us and all prior proposals, quotations, agreements, understandings, representations and arrangements not incorporated herein are superseded.
23. Any change in the terms and conditions of the contract after signing, shall be valid and binding only if the same are in writing and signed by authorized person from Head office of Otis situated in Mumbai. 24. It is agreed that the aggregate liability of Otis, whether under law or contract (including for third party claims) shall be limited to 25% of the Contract Value
25. The contract would be deemed to be concluded at Bangalore*, after allocation of contract number by Otis.
26. Delivery and Erection:
- a) We will complete the installation of the elevator within 24 weeks from the date of receipt of order, advance payment, layout approval and settlement of all technical details whichever is later.
 - b) The completion period as stated above is subject to your handing over to us for uninterrupted use a clear dry elevator hoistway structure complete in all respects as per approved layout drawing alongwith preparatory work and power supply 24 weeks before the completion date indicated in (a) above.
 - c) If during the inspection of site, we observe that there is a delay in completion of the hoistway structure or availability of power supply, we may at our option delay the final assembly of materials and shipment to site so as to synchronize with the hoistway and machine room completion date. In such an event, a fresh completion date will be established depending upon minimum installation time indicated in (b) above.
27. If for reasons not attributable to Otis, workmen have to be moved out of your site, in such cases you will have to pay the additional cost involved in re-deployment of the workforce as & when demanded by Otis.
28. You shall exclusively be responsible for procuring permits/licenses from Statutory/ Regulatory Authorities, including but not limited to Lift Inspectorate/ PWD Office and pay all necessary fees for such licenses/ permits and inspection fees. Otis may however at your request provide necessary support towards technical documentation and respond to and clarify technical queries as may be raised by the statutory
29. Otis India has entered into this Contract with you in good faith and in full reliance upon the representation made by you that you are not named in any of the watch lists issued by the various countries around the world.

In case this representation is found to be incorrect/breached, Otis India shall have the right to immediately cancel the Contract with no further liabilities or obligations on the Contract and be paid for the work performed till such date

M/s. B&C Estates 5-4-187/3&4, 2nd Floor, Soham Mansion, M.G.Road Hyderabad Telengana 500003	Neg No: 52N89940 Date :28 September 2016 MODEL CODE: GeN2-Nova
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WE PROPOSE to furnish and erect the installation outlined in the foregoing proposal

Lift Solution	Unit	Price
Nilgiri Estates Club House MODEL CODE:GeN2-Nova	Unit 1	Rs.11,45,000.00/-
Total Cost including delivery and installation	Rs.11,45,000.00/-	

The price/s quoted herein is/are inclusive of all taxes, as currently applicable, whether levied by the Central Government or the State Government or any Local Authority. In the event of any amendment or variation in the rate or methodology for charging the applicable taxes, and/or, should be any new levies imposed in respect of this contract, the entire burden of any additional levy shall be borne and payable by you on demand at any time, in addition to the price/s stated herein.

Without prejudice to the foregoing clause it is stated that the contract price shall be inclusive of service tax on erection, commissioning and installation services @14.5% as currently applicable on 20% of the contract value being the erection, commissioning and installation charges."

The customer shall exclusively be liable for payment of entry tax as may be applicable and provide necessary declaration as may be appropriate.

**TAX Identification Number (TIN) under VAT -----/
Unregistered Dealer**

OTIS ELEVATOR COMPANY (INDIA) LTD.,

**ACCEPTED
IN DUPLICATE ON _____**

**BY _____
APPROVED FOR OTIS ELEVATOR CO. (I) LTD.
AT MUMBAI (MAHARASHTRA), INDIA**

SIGNATURE: _____

AUTHORISED OFFICIAL

TITLE : _____

DATE: _____

CUSTOMERS SCOPE:

1. STEEL CHANNELS TO BE PROVIDED (IF THE SHAFT DIMENSIONS ARE MORE THAN THE REQUIRED DIMENSIONS.)
2. MINOR BUILDER WORKS.
3. STORAGE ROOM FOR MATERIAL STORAGE
4. POWER SUPPLY (3-PHASE) TO BE PROVIDED IN THE HOISTWAY
5. MACHINE ROOM LOUVERS HAS TO BE PROVIDED FOR VENTILATION
6. IF THE HOIST WAY WALLS ARE CONSTRUCTED WITH BRICK WALL, CHEMICAL FASTENERS TO BE PROVIDED AT THE TIME OF INSTALLATION.
7. SCAFFOLDING TO BE PROVIDED IN THE HOISTWAY

TERMS OF PAYMENT

Advance: Along with Order	10%
Material: CV six weeks prior to supply of materials (before scheduling)	60%
Material at site	20%
Final: CV on commissioning/within 30days from Otis readiness to commission/on completion of erection	10%

p m k
Johnson lifts

JL/54/TG01/01201/E

MKTG/07/QR/02

16-SEP-2016

MODI PROPERTIES & INVESTMENTS PVT LTD
5-4-187/3 & 4,
M.G ROAD,
SECUNDERABAD.

500003

Dear Sir(s)/Madam,

Sub : Quotation for Supply and Erection of TWO No(s) "JOHNSON" 6 persons (408 Kgs) PASSENGER lift for your Building/Project at PARAMOUNT ESTATES ,NAGARAM

Ref : Enquiry received through RAJESHWAR RAO Mobile No : 9391010323

With reference to the above,we are pleased to furnish herewith our quotation for supply and Erection of TWO No(s). "JOHNSON" 6 Persons '(408 Kgs) PASSENGER lift for your Building/Project at PARAMOUNT ESTATES, , NAGARAM, ,

We trust our offer will receive your favourable consideration and acceptance. In this connection we wish to inform you that the lifts offered are indigenous and have been installed in numerous locations Pan India and are working satisfactorily

We also take this opportunity of drawing your kind attention to the fact that the lifts we have offered are being manufactured in Chennai and Nagpur and we also have a full fledged service department in (HYDERABAD), where trained and experienced personnel are based for carrying out satisfactory after-sales-service. Further, we have a large stock of spare parts which ensure least down time of our lifts.

We are mentioning all these facts as we are sure you will appreciate the importance of prompt after-sales-service to equipments like Lifts, which can cause considerable inconvenience to the owners and users if efficient services are not readily available.

On your acceptance of our offer, we request you to return two copies of this quotation duly signed in token of your acceptance of our offer together with advance payment. The second copy duly signed by our authorized official shall be returned to you from our head office for your records.

NOTE : AS PER IS 14665 STANDARD, BATTERY OPERATED AUTOMATIC RESCUE DEVICE (ARD) SHALL BE PROVIDED ON ALL LIFTS TO TAKE THE LIFTS TO THE NEAREST POSSIBLE LANDING IN CASE OF POWER FAILURE. IN CASE OF LIFTS EQUIPPED WITH BACKUP GENERATOR WITH AMF (AUTOMATIC MAINS FAILURE) PANEL, THE PROVISION OF ARD IS OPTIONAL.

We trust you will find our offer in order and if you require any further information, we shall be pleased to provide the same.

Assuring you of our best services,

Thanking You,

Yours faithfully,
for JOHNSON LIFTS PRIVATE LIMITED,

Encl : Page 1 to 10

Johnson Lifts Private Limited

2

Branch Office : Plot No.B-31 (Part), Tie,Balanagar, ,Hyderabad , 500037

MODI PROPERTIES & INVESTMENTS PVT LTD
5-4-187/3 & 4,
M.G ROAD,
SECUNDERABAD.

JL/54/TG01/01201/E/A00

16-SEP-2016

500003

LIFT SPECIFICATION

Number Of Lifts/Type Of Lift	: TWO / NEXTRA - PASSENGER
Load / Speed	: 6 Persons (408Kgs.) / 1.25 Mtr. Per Second
Drive	: MICRO PROCESSOR BASED VVVF
Travel / PIT / HEADROOM	: 96 FEET / PIT 1600mm / HEADROOM 4200 mm
Number Of Floors	: 10 (C+G+8 UPPER FLOORS)
Floor Display Char	: -1,0,1,2,3,4,5,6,7,8
Number Of Landing Entrances	: 10 (C+G+8 UPPER FLOORS)
Number and Position of Car Entrances	: 1 (ONE), IN FRONT ONLY
Position Of Machinery	: DIRECTLY ABOVE THE LIFT WELL -GEARLESS
Size of Lift Well	: 1780 X 1820 (MM Wide * MM Depth)
Lift Car Inside Size	: 1100 X 1000 X 2250 (MM Wide * MM Depth * MM Height)
Clear opening of Gates / Doors / Lintel	: 800 X 2000 (MM Wide * MM Height) Lintel - 2250 mm .
Type or Design of Lift Car	: PRE-COATED STEEL - GREY -
Additional Car Spec	: No
Car Ceiling - Car Floor	: SLEEK (SMALL CIRCULAR LIGHTS) - GREY -20 MM RECESS
Car Fittings	: LED LIGHTS & REGULAR (CIRCULAR) - FAN
Type Of Car Front Entrance Protection	: POWER OPERATED CENTRE OPENING SLIDING DOOR - PRE-COATED STEEL - GREY
Land Entrance Protection (-1,0,1,2,3,4,5,6,7,8)	: CENTRE OPENING SLIDING DOOR - PRE-COATED STEEL - GREY
Landing Door Frame (-1,0,1,2,3,4,5,6,7,8)	: PRE-COATED STEEL - GREY
Type Of Control System	: MICROPROCESSOR BASED SIMPLEX SELECTIVE COLLECTIVE CONTROL WITH / WITHOUT ATTENDENT
Electric Supply	: AC 400/440 VOLTS, 3 PHASE, 50 CYCLES
Delivery Period / Time Of Erection	: 6MONTHS / EX-WORKS / 12 WEEKS
Special Addition Spec	:
Special Inclusions:	: REFER ANNEXURE

for JOHNSON LIFTS PRIVATE LIMITED,

Accepted By.....
(Signature with Seal and Date)

Authorised Signatory

Regd. Office : No.1 East Main Road, Annanagar Western Extn., Chennai 600 101. CIN : U27209TN1981PTC008718
Phone : 91 44 26152200(6 lines) Fax : 91 44 26151614 Email : info@johnsonliftsltd.com Website : www.johnsonliftsltd.com

DELIVERY SCHEDULE

DELIVERY:

We anticipate that we would be in a position to fabricate all the components required for this lift in about (6) (SIX MONTHS), Ex-works & Supply Only after the following conditions are met:

- Approval of General Arrangement Drawing by the customer.
- Plastering of lift shaft walls (if enclosure walls are in brick).
- Availability of 'A' form documents from client for submission to PWD/Inspection Authorities wherever applicable.
- Fulfilment of Payment terms for ordering of materials.
- In Case the above conditions are not met and site is not made ready as per the above requirement, we reserve the right to defer the date of despatch of materials and subsequent activities.

ERECTION:

In our Quotation we have included for erecting the lift components and all skilled and unskilled labour necessary to complete the erection, wiring and testing of the lift. The erection period shall be reckoned from the date on which the lift well is handed over to us after all civil portion of the work has been completed. The time required to complete the erection work is (12) (TWELVE WEEKS).

If the handing over of the site as specified in clause above is delayed from your side then the supply and installation will be deferred so as to synchronize with the site completion. In view of this, you will have to grant us the necessary extension in the completion period without imposition of any conditions.

We do not take any responsibility for delayed delivery or handing over of the lift, if the terms of payment are not observed or if your obligations as specified under preparatory work are not fulfilled in time or if formalities are delayed due to non-payment of fees, statutory approvals or if necessary technical details are missing or the approved layout drawings, etc. are not received by us in time without prejudice to our claims under this contract.

The above delivery and erection periods are given in good faith based on present day working conditions and are subject to extension to cover delays due to Force Majeure conditions. You shall not be entitled to claim damages for any loss directly or indirectly due to delay in delivery.

RECONDITIONING / REPLACEMENT OF MATERIALS :

In case of materials / components supplied by us whether installed or not, are required to be reconditioned / replaced at a later date due to

- a. Non-availability of power supply or other incomplete work by you.
- b. Damages on account of improper storage space provided by you.
- c. Force majeure conditions.
- d. Theft or pilferage from the work site.

All the above, the Cost should be payable by you on demand.

HANDING OVER :

To minimize inconvenience to both the parties, you agree to take over the lift as soon as the erection is completed, our erection crew will test and adjust the lift and will give you about a week's prior notice for your taking over the lift. Please note that our erectors have instructions not to allow customer usage of the lift until they are officially taken over.

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TERMS AND CONDITIONS

PAYMENT TERMS :

30% of the contract value with the order

45 % of the contract value alongwith applicable taxes on receipt of advice from us for taking up production.

15% of the contract value alongwith applicable taxes immediately on receipt of materials.

5% of the contract value immediately on completion of erection.

Balance 5% of the contract value plus or minus any adjustments required immediately on commissioning or in any case within six months from the date of erection completion, if commencement of commissioning is delayed due to reasons beyond our control.

Partial Supplies when made, Payment shall be on pro-rata as above.

For the purpose of payment, each lift will be treated as a separate contract.

We reserve the right to discontinue the work at any time until payments are made as agreed and we have satisfactory assurance to us that the subsequent payments will be made as they fall due.

CANCELLATION OF CONTRACT :

In the event of cancellation of contract, we shall be charging you as follows:

- a) 10% of the contract value if the order is cancelled before the general arrangement drawing is prepared.
- b) 25% of the contract value if the order is cancelled within a month after the general arrangement drawing is approved.
- c) 40% of the contract value if the order is cancelled after 4 months of the approval of the general arrangement drawing.
- d) 90% of the contract value if the order is cancelled after the materials have been delivered at your site.

TERMINATION:

a) In case the supply of lift materials is not completed WITHIN 1 YEAR from the date of conclusion of the contract due to default or delay in compliance of any terms of the contract by customer, company shall be at liberty any time thereafter to offer a revised time schedule for execution of the contract against revised price and payment terms.

b) In case customer does not accept the revised offer made in accordance with clause (a) within 4 weeks of such revised offer, company shall be at liberty to treat the contract as cancelled by customer and proceed in accordance with the above cancellation of contract.

TITLE TO PROPERTY:

Any material supplied by us shall remain our property until payment is received in full and the lift is handed over. We reserve the right to remove any equipment supplied by us at your cost in case of default of any payment by you, irrespective of the manner of attachments to the reality, sale, mortgage or lease of the premises.

NON-DISCLOSURE OF INFORMATION OF DESIGNS, DATA AND INTELLECTUAL PROPERTY

The Customer shall keep confidential during the existence of this Quotation as well as after, the features, any equipment, pattern, designs, drawings, processes, engineering and business data and other technical and proprietary information (without limitation) furnished by us.

VALIDITY :

Unless otherwise specified, our quotation is effective for (30) days from the date of offer and thereafter it is subject to change or withdrawal without notice at our sole discretion.

PRICE ADJUSTMENT:

The price quoted by us will be kept valid for acceptance for 30 days from the date of this quotation. The agreed contract price which is subject to adjustment as per IEEMA Price Adjustment Provision included in the contract shall be valid for the original contract period of completion or period of 12 months whichever is later. Should the said period be extended beyond this stipulated time due to: (i) failure on your part to effect all advance payment as per agreed payment schedule; (ii) failure on your part to provide or approve drawings required for the manufacture of the contract; (iii) delay in completion of hoistway and machine room; (iv) force majeure conditions, we will submit for your acceptance the current price prevailing at the time materials are required, and on its acceptance by you, we will programme the supply and installation of the equipment. In the absence of your acceptance of the revised price and payment of additional advance that may become due, we may at our option, cancel the order with a cancellation charge.

RE-DEPLOYMENT :

If for any reasons not attributable to Johnson Lifts Pvt Ltd., our workmen have to be moved out of your site, then you will have to pay the additional cost involved in re-deployment of the workforce as & when demanded by us

TAXES & DUTIES :

All taxes and duties applicable at the time of supply will be leviable and payable on demand.

ARBITRATION:

In case of any dispute between us, the matter shall have to be settled by arbitration in Chennai by an arbitrator appointed by Johnson Lifts and courts in Chennai city shall have exclusive jurisdiction.

WARRANTY**A. GUARANTEE:**

the equipment offered are covered by our usual guarantee for one year from the date of handing over the lift in good working condition/ 18 months from the date of supply of material at site whichever is earlier our liability under this guarantee include factored items repair or replacement of all defective parts if any, which may prove faulty during this period including such parts as may be rendered inoperative by wear-and-tear but exclude Consumables (Lights / Fans / Batteries etc.,) & such parts as may be rendered inoperative by vandalism / water seepage & leakage.

B. FREE SERVICE:

Periodical Service for the first 12 months will be carried out after the Lift has been handed over or offered for inspection. The date of commencement of free service will remain unchanged irrespective of any delay in building completion, availability of permanent power supply, inspection, taking over or commencing the use of the Lift.

C. TESTS:

The components of "Johnson" Lifts will be tested by us at our manufacturing works and at our suppliers works. At site, tests in accordance with BIS 14665-2000 will be carried out at the time of handing over the Lift. Apart from the components generally purchased by us, which are referred to as bought-out components, we reserve the right to form out any of the proprietary component, assembly or sub-assembly for the Lifts tendered while we undertake full responsibility for the proper performance of these items. These would be manufactured strictly in accordance with our drawings, design or requirements and would undergo the same rigid inspection as and when manufactured by us.

OUR OBLIGATIONS:

In addition to the supply of all the Lift Materials as per specifications, we agree to perform the following when applicable.

TECHNICAL ASSISTANCE :

We agree to provide technical assistance for getting approval with the Electrical Inspector or Lift Inspector wherever applicable. This includes for all electrical lay-out drawings concerned with the Lifts and also General Arrangement Drawings. However, the application and fees for inspection or approval will have to be submitted by you. Suitable guidance will be provided by us. The purchaser further agrees not to use the product(s) until the clearance / license is obtained.

Any liability arising out of using the Elevator / Escalator without Proper clearance / license shall be that of the purchaser.

GENERAL ARRANGEMENT DRAWINGS:

The General Arrangement Drawing will be sent to you in triplicate in approximately 5 weeks from the date of receipt of complete site details along with order. The purpose of this drawing is to clearly indicate to you pertinent dimensional details of the Lift Shaft, pit, machine room, car and landing openings etc.,. In case any modification is required by you in our General Arrangement Drawing it is advisable to hold on construction till the revised General Arrangement Drawing is resubmitted by us and approved by you. Please note that the above set of drawings will give you complete information for the civil constructions.

- Necessary drawings if required for steel work will be provided
- Necessary drawing tool door frames will be provided by us.
- We shall also provide necessary help while casting the machine room floor slab.
- We agree to provide necessary labour for erection and commissioning of the Lift.