

Schindler India Pvt. Ltd

S-10, Vishveshwariya Nagar, Gopalpura - Bypass Jaipur 302018

Kind Attention :Mr. Abhishek Bagria

Mr. Abhishek Bagria

Plot No. 201, Shri Vihar Colony Behind Clarke Amer Hotel, JLN Marg
Jaipur 302001

From Rohit Chadha

Tel +919549901232

Email rohit.chadha@schindler.com

Ref. Offer no 0301163213

Date 27.04.2018

Subject **Vertical Transportation solution for your prestigious project Plot No. 201, Shri Vihar Colony**

Dear Mr. Abhishek Bagria,

Thank you for giving us an opportunity to provide a proposal for Supply & Installation of Schindler Elevators at your prestigious project. We would like to give you a brief synopsis about our company, product and after sales service set up.

The Schindler Group**A global leader in urban mobility**

The company was founded in 1874, in Switzerland. Today, the Schindler Group is one of the World's leading providers of elevators, escalators and moving walks and is active in the areas of production, installation, maintenance and modernization. It has operations in more than 100 Countries & 1000 branches and employs more than 58000 people worldwide.

It's innovative and environmentally - friendly access and transit - management systems make an important contribution to mobility in urban societies. Schindler has been ranked as one of the Top innovative companies in the world .

Schindler India in brief

- **Schindler a preferred urban mobility provider:** Schindler India has over the years been a frontrunner in bagging major landmark high rise projects like Lodha World One, Imperial Towers, and has also become a preferred supplier to majority of Infra projects e.g. Delhi Metro, Mumbai International Airport (Phase II & III), Bangalore Metro, Mumbai Monorail, Kolkata International Airport, Chennai Airport, etc
- **World Class Schindler Training Centre's:** Our state of the art, ISO9001:2015 certified training centre's across 3 major locations in India & 1 training centre at Chakan Factory provide our engineers with training on our products which improve the reliability, quality and uptime of your elevator.
- **Schindler's R&D facility in India:** Our Corporate R&D facility focusses on developing world-class products for local and global markets.
- **Customer Loyalty:** Customer Loyalty is a new dimension of customer satisfaction survey. The new Closed - loop Customer Survey provides us with relevant insights into our customer experience. Closing the loop with our customers is essential to come full circle and improve their experience.

Schindler India Pvt. Ltd

S-10, Vishveshwariya Nagar, Gopalpura - Bypass Jaipur 302018

- **Safety as a Culture:** The safety of our customers & employees is of prime importance in Schindler's strategy and is visible across all platforms which include products, installation sites, offices and factories.
- **Schindler FieldLink:** Schindler equips all its service engineers with a mobile device which is one of the most comprehensive service instruments in the industry and enables them to ensure maximum uptime for your elevator.

The Group focus: "*Leadership through Customer Service*", is the cornerstone of Schindler India's growth strategy, which is evident with our service presence across 32 major cities which include our branch offices in 11 major cities in the country.

The Product

Schindler 3300IN

Our Products provide a robust combination of unparalleled precision and ride comfort in a class of their own.

- Uses Superior Technology by offering Machine room less & Gearless technology .
- Completely Safe with Automatic Rescue device and Overload as standard.
- Absolutely Comfortable with Silent & Jerk free ride.
- Saves Cost & Space by offering Effective utilization of shaft.

Please find enclosed the Vertical Transportation Solution for your project. We are confident that you will find our proposal in line with your expectation. If you have any queries, please do not hesitate to contact me. The undersigned, backed by the entire Schindler Organization, will be responsible for all activities related to this project. Starting from submission of our offer to the satisfactory handing over of the elevator , the undersigned will be your single point of contact.

We thank you once again for your interest shown in Schindler and look forward to receiving your valued order.

For more information, kindly visit our website **www.india.schindler.com**

Yours sincerely,
For, **Schindler India Pvt. Ltd.**

Rohit Chadha

New Installation Sales

Offer for your Project



**Supply & Installation of Elevators at Plot No. 201, Shri Vihar Colony
Plot No. 201, Shri Vihar Colony Behind Clarke Amer Hotel, JLN Marg Jaipur - 302001**

Offer No. 0301163213

Table of contents

I	Product Description	2
II	Scope of Work	4
III	Financial Justification	6
IV	Project Management	9
V	Commercial Terms & Conditions	(As per Annexure 1)

Your Project : Plot No. 201, Shri Vihar Colony

Offer number : 0301163213 Date : 27.04.2018

I. Product Description - Elevator no 00100

Schindler 3300IN - Gearless & Machine Room less

Technical Data Sheet

Elevator no 00100	Plot No. 201, Shri Vihar Colony
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Number of units	1
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Civil Requirements

Clear Inside Shaft (required)	1500 mm Width x 1500 mm Depth
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Clear Inside Shaft (available)	1650 mm Width x 1700 mm Depth
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Pit Depth	1500 mm
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Minimum Floor to floor height (required)	2600 mm
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Travel Height	10.8
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Headroom Height	4000 mm
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Lintel Height (required)	2180 mm from finished floor level
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Lockable storage room (required)	250 Sq.feet
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Stilt area under roof (required)	200 Sq.feet
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Elevator Specifications

Number of Persons	7
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Rated Load	476 kg
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Number of stops	5
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Number of Access sides	2
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Floor designations	B2, B1, G ,1, 2
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Drive System	Alternating Current Voltage Frequency (ACVF)
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Type of controller	Full Collective control - Simplex
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Speed of travel	1.0 m/s
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Car Size	1050 mm (W) x 1150 mm (D) x 2139 mm (H)
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Door Width	800 mm
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Door Height	2000 mm
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Rated output motor	3.6 kw
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Your Project : Plot No. 201, Shri Vihar Colony

Offer number : 0301163213 Date : 27.04.2018

Car Design	
	Car walls finish in Agra Silver
	Car doors finish in Powder Coated
	Granite Flooring finish in Black Sea
	Powder Coated Deco Ceiling
Car Operating Panel	
	Stylish,touch sensitive glass panel
	Door open/close and alarm buttons
	Visual call confirmation
	Car Position Indicator
	Pre-announcing arrows for collective controls
	16 Segment display
Landing Doors	
	Fully Automatic Landing doors in powder coated finish
	Landing Door Finish other than Main Floor = Painted
Door Opening Direction	Telescopic left
Standard Features	
	Close loop control system
	2 Hours fire rated landing doors
	PowerProtect Against Fluctuate
	Self diagnostic control
	Overload detection
	Automatic evacuation to nearest floor (ARD)
	Light curtain on car entrance
	Alarm horn
	Handrail in stainless steel finish on rear wall
	Auto Fan Off
	Auto Light Off
Other Selected Features	
	Intercom- 3Way
	Fireman Control

Opposite opening to be Provided at the B-1 Floor.

II. Scope of Work

General Contract Requirement

All statutory permissions for starting / executing, completing and handing over the works from various authorities will be obtained by you. Also, elevator installation will commence after receiving all necessary statutory approvals applicable as per the state laws. Fees or any other payment required to be paid, for concerned liaison for getting above work done will be paid directly by you. While we will coordinate for inspections required as per statutory requirements as applicable on the date of this order, any out of pocket expense will be to your account.

Schindler's role will be limited to coordination for inspections required as per statutory requirements as applicable on the date of signing of the order. At no point the agreed payment milestones shall be affected by any procedural delay in issuance of statutory approvals and or license by the notified government body. Schindler reserves the right to recover and charge interest in respect of any delay in release of any due payments to Schindler thereof.

Preparatory Work (Your scope of work) :

Minor Civil work requirements

1. All minor builder work related to the installation of the elevator.
2. Enclosed & Lockable area near the hoist way for storage of material to be provided as per our requirement.
3. Provide us with finished and dry hoist way, machine room, pit and complete the preparatory work as per the norms laid out in the Indian Standards 14665:2000.
4. The lobby architrave would need to be carried out on our completing the entrances. Also, after installation of doors, adequate measures would need to be taken to protect the landing doors and landing fixtures from damage and breakage during the architrave work.
5. Adequate measures need to be taken to prevent water from seeping into the hoist way.
6. Adequate ventilation for Head room with rain protected windows or Louvers. Temperature of machine area not to exceed 45°C
7. White washing and plastering of elevator hoist way before start of installation.
8. Making of buffer blocks in lift pit. (markings to be given by Schindler, as per the layout)
9. Providing lintels as per our requirement as specified in the layout at each landing.
10. Necessary hoisting beams/hooks need to be provided.
11. Supply & Fixing of Pit Ladder
12. Only Schindler or Schindler authorized personnel shall remove the barricades
13. Facias for flush hoist way walls free of set backs or projections.
14. Full height facia to be provided where the distance between car sill to front wall shaft inside is more than 135 mm.

Electrical work requirements

15. The necessary electric and services work would be in your scope of work.
16. Single and three phase, power supply would be required as per the Indian standard 14655(Part2/Sec 1): 2000 Clause 5.2. We would also need the cabling for 3-phase/1-phase for Car,electrical main switches and two separate earthing suitably terminated in the machine room
17. Incase if power is not available in quantity / quality, you need to provide us with alternative source of power supply through a generator during our commissioning work
18. Adequate lighting in lift shaft, lobby and storeroom shall be provided as per Schindler layout
19. Component failure due to poor power supply and weak earthing will not be covered under free replacement.
20. No other agency shall tap power from hoistway once the shaft is handed over to Schindler.

Note : To avoid inconvenience to the passengers in the elevator car due to brakes applied incase of power failure, Schindler recommends use of online Uninterrupted power supply (UPS) for comfortable & continuous operation of elevator.

Storage requirements for lift materials

21. Availability and possession of a storage room with weather protection & locking arrangement till the complete handover to the building owner. This is required at first floor in the vicinity of the shafts. The store room shall have adequate lighting arrangement with power plug of 15 Amp. capacity & ventilation .Storage Area should be Safe, Dry, Lockable and Weatherproof.
22. Storage for heavy materials like Guide rails, Machine, CWT frame, Car package. This area should be accessible by forklift and truck and should be protected from rains and water logging. This area should be within a radius of 50 ft. from the lift shafts.

Scaffolding

23. Scaffolding to be provided by Schindler as per relevant IS norms & BOCW Rules 1998 (and amendments thereof if any). Site readiness i.e. civil work in lift shaft and electrical cabling should be done by using your own i.e. customer`s scaffolding. Schindler reserves the right to change from Scaffolding to Scaffold less method of Installation.
- 24 For 12/15/16 passenger elevators where shaft walls are in Brick,necessary arrangements for 'Fixing Brick Fixation Plate', including scaffolding, fixing and finishing of plates on opposite walls needs to be provided by customer.
25. Service pipes, ventilation duct, electrical conduits etc. for other purpose are not allowed to run in lift well.
26. The hoist way should be without any projection and recession from shaft top slab to the pit floor.

III. Financial Justification

Our proposition for the delivery, complete installation and testing of Elevators as described in this offer will be undertaken at the following conditions. The prices are in INR

Price Schedule

List of items	Product line	Passenger Capacity	Stops	Qty	Handover Validity	Price Validity	Net value (Excl. taxes)	Gross value (Incl. taxes)
Elevator 00100	Schindler 3300IN	7	5	1	17.11.2019	30.09.2019	1205357.14	1350000.00
Total Price inclusive of all taxes (in figures)								INR 1350000.00
Total Price inclusive of all taxes (in Words)						INR THIRTEEN LAKH FIFTY THOUSAND ONLY		

Note: The above price is inclusive of all prevailing taxes, duties & levies.

Commercial Terms and Conditions for Contract

1. Payment Terms

30 %	On Order reception
60 %	Before start of manufacturing
10 %	On End of installation

Irrespective of any delay in building completion, other works like architrave work (stone cladding attributing to delay in final installation of Landing Operating Panels), cladding in case of escalators, availability of permanent power supply, issuance of elevator/ and or escalator license (if applicable), occupancy of the building, commencing use of the elevator/ and or escalator or by any cause beyond Schindler's control, the final payment shall be due and payable by Customer to Schindler within 180 days from the date of Schindler's intimation that material is at warehouse

2. Taxes & Duties

The contract value is exclusive of all applicable, present & future indirect taxes, levies, duties, cess and surcharges. Any indirect tax as may be applicable (such as CGST, SGST, IGST, UTGST, cess, etc) will be charged and recovered over and above the contract price. Timely documentation will be essence of the tax clause

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

Break-up of taxes	Rate (in %)	Amount (in Rupees)
GST State Tax	6.00 %	72321.43
GST CentralTax	6.00 %	72321.43
Total taxes		144642.86

Your Project : Plot No. 201, Shri Vihar Colony

Offer number : 0301163213 Date : 27.04.2018

3. Billing and Issuance of Credit Note

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

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

4. Claims and Liability on Input Tax Credit

Providing correct registration number is on you and we will not be responsible for verification of GSTIN provided to us, if you fails to furnish GST registration number, then we considered and unregistered and returns filled accordingly.

Any loss of credit arising on account of providing incomplete, erroneous or wrong details to us and same captured on the invoice and/or upload made to GSTN

5. Validity

This offer is not subject to any variation and is firm and valid for your acceptance within 30 days of this offer date. **Please refer the table under Price schedule (above) for Handover & Price Validity**

PRICE VALIDITY: The price validity date mentioned in financial Justification is the last date to commence manufacturing on the agreed contractual price and on expiry of this date, price shall be renegotiated with a minimum escalation of 2% for each quarter for such delayed period. In addition, the delivery timelines shall be renegotiated. If no agreement is reached in 90 days, Termination clause as per Contract shall be applicable.

HAND OVER VALIDITY: - The handover validity of this contract is the date mentioned in financial Justification which will be the handover date of the unit and defect liability period shall commence on prorata basis. In case, materials are delivered at site and Schindler is unable to start installation works for reasons not attributable to Schindler (e.g., site not ready & delay in release of payments etc.,) for a period extending maximum up to 179 days from the date of material delivery then in such case, customer agrees to bear a price escalation of 2% for each quarter for such delayed period

6. Dispatch and Installation

Delivery of material shall be 6 weeks from the release for ordering of materials, approval of layout, technical specification, and full compliance of contractual payment terms whichever is later.

Installation of each unit shall be completed in 8 weeks from the date of start of Installation work at site, provided all our requests mentioned in the preparatory work are adhered to and contractual terms complied.

7. Free Maintenance

The free maintenance is for a period of 12 months and commence from the date of intimation to you of the physical completion of installation or will commence 180 days from the date of intimation from us that material is at warehouse which ever is earlier.

The date of commencement of free maintenance will remain unchanged, irrespective of any delay in building completion, availability of permanent power supply, inspection taking over, or commencing use of the elevator.

The terms & conditions as specified in this offer shall on acceptance by both parties, constitute a legal binding agreement between, Schindler India Pvt. Limited, having Registered office at 401, B - Wing, Delphi, Hiranandani Business Park, Powai, Mumbai - 400076, Maharashtra and the following :

Name of Customer	Mr. Abhishek Bagria
Billing Address	Plot No. 201, Shri Vihar Colony Behind Clarke Amer Hotel, JLN Marg Jaipur 302001
Registered / Corporate / Head office / Permanent address	Mr. Abhishek Bagria Plot No. 201, Shri Vihar Colony Behind Clarke Amer Hotel, JLN Marg Jaipur 302001
Project Name	Plot No. 201, Shri Vihar Colony

Registered Office:
401, B - Wing, Delphi,
Hiranandani Business Park,
Powai, Mumbai - 400076

Tel: +91-22-6703 1000
Fax: +91-22-6703 0145
email : india@in.schindler.com
www.india.schindler.com

Branch Office:
S-10, Vishveshwariya Nagar, Gopalpura -
Byepass Jaipur 302018

Your Project : Plot No. 201, Shri Vihar Colony

Offer number : 0301163213 **Date :** 27.04.2018

Site address	Plot No. 201, Shri Vihar Colony Behind Clarke Amer Hotel, JLN Marg -Jaipur - 302001
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Your Project : Plot No. 201, Shri Vihar Colony
Offer number : 0301163213 Date : 27.04.2018

IV. Project Management

Sales Support	Mr. Rohit Chadha
Minimum material delivery time	Delivery of materials shall be 6 weeks from release for ordering of materials, approval of layout, technical specification, and full compliance with the contractual payment terms whichever is later.
Installation Time	8 weeks after Shaft conformity recognized by our team - watertight, weatherproof.
Planned Handover (Maximum)	Please refer table above
Planned latest conform shaft availability	
Installation conditions	Adequate lockable safe and dry storage facility for our equipment in close proximity to our works. Availability of definitive power supply before installation works.

Annexure 1

Commercial Terms and Conditions

1. Taxes and Duties

Quoted prices are inclusive of only present taxes and duties prevailing on the date of this proposal. Any variation in the present taxation structure or introduction of additional taxes by the State / Central (GGST, SGST, UTGST, IGST) / Local Authorities will be borne by the Customer. If any levy, taxes, duties, local body tax, applicable at the time of accepting this work order/contract is revised, reviewed, renamed, modified in any manner whatsoever till the time of execution and completion of work order contract, then the increase will be exclusively borne by the Customer. Schindler shall issue proforma Invoice/ down payment requests for the milestone payments, which shall be paid as advance and unless otherwise required under any law, computation of taxes shall be on the basis of taxes applicable during the time of each invoice. BOCW cess shall be in Customer scope. Customer shall ensure compliance to the provisions of Building and Other Construction Workers (Regulations of Employment and Conditions of Service) {BOCW (RECS)} Act 1996 including payment of applicable Cess to the State Government. Customer agrees to indemnify Schindler for any Penalty, Levy or Cess imposed by the applicable authority arising under this Work order/ Contract. In case the Customer claims any concessional or exemption on taxes under any law, Customer shall solely be liable for ensuring the compliances and shall indemnify Schindler against all cost, expenses and liabilities arising out of such transactions.

Any deductions made from the payment on account of tax deduction at source should be intimated in writing at the time of payment. In case of non-receipt of the deduction certificates within the prescribed time limit, Schindler have the right to debit the deducted amount back to the Customer's account. Schindler shall not be obliged to accept the deduction certificate once the prescribed time limit has elapsed.

2. Price Variation

The price quoted is based on the raw materials / components and labour costs as on the date of the proposal. Should the market price of principal raw materials of the contractual goods increase during the period between the signing of this contract and the dispatch date, Schindler shall have the right to adjust the contract price accordingly. The increase in price of principle raw material like mild steel, stainless steel, aluminum, bronze, copper, etc. will be determined by the Wholesale Price Index (WPI) for Metal Products as published by the Reserve Bank of India in its monthly bulletin (available for reference at). The method adopted for calculation of Price variation will be on the basis of percentage increase over last six months and average of this increase would be used to calculate price variation.

3. Warranty & Real Estate Regulation Act (RERA)

The warranty is for a period of 18 months from date of intimation from Schindler that material is at warehouse or 12 months from the intimation to the Customer of the physical completion of installation whichever is earlier. The warranty covers component defects and does not intend to cover at any time, any damages caused by improper storage, vandalism, riots, theft, negligence, rain, fire, rodents or pests, acts of nature and God, absence of stable and permanent power supply according to Indian Standards 14655 (Part 2/ Sec 1):2000 Clause 5.2, improper use, use during construction, or any cause beyond Schindler's control, including normal wear and tear. Warranty shall be void in case of tampering and/or if the equipment's are installed, maintained or serviced by a technician not authorized by Schindler. In all the above cases, Schindler will not be liable to the Customer or to any other person whomsoever, in respect of any loss or damage or delay caused, including liquidated damages. It will be customer's sole responsibility to comply with, all the provisions of Real Estate Regulation Act, if applicable. If at all the customer's wants to pass on this obligation to Schindler, he will have to specify the same in writing and in that case the Customer or end user will have an obligation to sign Schindler's Comprehensive annual maintenance contract. All such additional obligations will be subject to basic conditions of service contract obligation with OEM and normal, disciplined use of the equipment.

4. Free Maintenance

The free maintenance as per Schindler free maintenance standard contract is for the period of up to 12 months and will commence from the date of intimation to the Customer of the physical completion of installation or will commence 180 days from the date of intimation that material is at warehouse whichever is earlier. The date of commencement of free maintenance will remain unchanged, irrespective of any delay in building completion, other work like architrave work (Stone cladding attributing to delay in final installation of Landing Operating Panels), cladding in case of escalators etc., availability of permanent power supply, issuance of elevator/ and or escalator license (if applicable), occupancy of the building or unauthorized usage of the elevator / escalator.

5. Statutory permissions from various authorities

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

6. Validity

After the expiry of equipment / contract validity date, except for reasons solely attributable to Schindler, price and dispatch terms must be renegotiated within 90 days failing which termination as per clause 13 shall be applicable

7. Preparatory Work

All civil and electrical preparatory work shall remain in Customer's scope. Customer shall be responsible to provide:

- A finished dry and lit Hoist-way and machine room as laid out in the Indian Standards 14665: 2000.
- I beam in Hoist-way as per layout specification.
- Single and three phase power supply as per Indian Standard 14655 (Part 2/ Sec 1): 2000 Clause 5.2

- Single Phase MCB with ELCB fixed as per Schindler approved layout
- Three Phase RCBO/MCB with ELCB fixed as per Schindler approved layout.
- Proper lighting available in shaft, work area and storeroom
- Service pipes, ventilation ducts, electrical conduits etc. for other purposes are not allowed to run in the lift well.
- Provision of, hoisting beam and pit ladder.
- Architrave fixing and finishing to be done after fixing of doors and door frames on all floors.
- Smoke cutout of 450 X 450 mm with aluminium louver and mesh.
- Full height fascia where the distance between car sill to front wall shaft inside is more than 135mm.
- Pit floor should be strong enough to bear the load as per layout.
- RCC socles for fixing car and cwt. buffers.
- Adequate dry, safe, lockable and weather-proof storage space in the proximity of the Hoist-way.
- Adequate insurance coverage against any damage, pilferage or theft at site, for the materials unloaded at Customer's site and kept in the designated storage area allocated by Customer, as all such storage and safeguarding risk shall be to the Customer's account.

- In case scaffolding is in Schindler's scope, then the Customer has to do the preparatory work using its own scaffolding.

8. Dispatch of Material, Installation and Acceptance

A. Dispatch

Schindler shall give release for ordering of materials (pull) only if following conditions at site are met:

- Approval of Schindler Layout drawing from the Customer.
 - Availability of "A" Form Documents from Customer for Submission to PWD / Inspection Authorities.
 - Plastering of Lift shaft walls (If enclosure walls are in Brick).
 - Roof Slab ready with Hoisting "I" Beams grouted and finished on the front and Back Wall (Only for MRL jobs).
 - Fulfillment of Payment Terms against release for ordering of materials.
 - Signatures of the Customer & Schindler representatives on Joint Site Visit Form Number 2. (This form to include projected start of warranty date)
- In case the above conditions are not met and site is not made ready as per the above requirement, Schindler reserve the right to defer the date of dispatch of material and subsequent activities. The Customer will be charged demurrage of Rs 750/- per day in case the material in not accepted at site due to reasons not attributable to Schindler. In such an event, a fresh completion date will be established depending upon the minimum installation period required.

B. Installation:

Schindler shall start Installation work only if following conditions are met:

- Completion of all technical activities at site as per Schindler's check list.
 - Fulfillment of Payment Terms as agreed upon by the parties.
- In case, site is not made ready as per the checklist even after 2 weeks of dispatch of material at site, remobilization as per clause 12 shall be applicable.

C. Acceptance:

If the job or any portion thereof is ready for delivery or performance and cannot be delivered or performed due to reasons beyond Schindler's control, acceptance of Customer shall be deemed to have taken place upon Schindler's notification to Customer of readiness for delivery or performance.

9. Delayed payment and demurrage

The milestone based payment terms as agreed in the contract and duly signed and accepted jointly by Customer and Schindler representative shall be considered "IMMEDIATE DUE" from the date of such milestone/ and or submission of invoice, whichever is earlier. Schindler shall be entitled to charge Interest @ **12 %** per annum on all overdue invoices lying unpaid for greater than **15 Days**, from the date of invoice. Alternatively, Schindler reserves the right to:

Dispose our elevator material or to discontinue our work or to withhold the release of completed elevator(s), at any time until the overdue payments along with interest have been paid as per the terms & conditions and Customer undertakes to Schindler to make timely payment in respect to subsequent milestone as they fall due.

Renegotiate the contractually agreed payment terms for all the pending milestones of the contract, in event of non-performance in timely release of overdue payments. In case no agreement is reached in 60 days' termination clause is applicable.

If the Customer or any third parties like trade unions / Mathadi unions, etc. causes delays or interruptions in Schindler's performance of contractual obligations hereunder; Schindler shall not be in breach of the Contract or otherwise be responsible. Any additional cost or expenses incurred or damages suffered including but not limited to trade union expenses / Mathadi expenses shall be to Customer's account.

In case the Customer requests for delaying the delivery after the materials are ready
Annexure - 1 / 2

Annexure 1

Commercial Terms and Conditions

for dispatch, call off charges of Rs 750/- per day per unit shall be applicable towards demurrage and warehouse expenses and a fresh completion date shall be agreed depending upon the minimum installation period required

10. Ownership of material

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

11. Intellectual Property Rights

All intellectual property rights in the equipment's including the control software which enables routine operation, maintenance and repair of the equipment ("Control Software") remain the property of Schindler Group. The Customer is entitled to a non-exclusive right to use the Control Software and to operate the Equipment for its own purposes, but the Customer shall have no other right or interest in the Control Software, especially as regards to the right to reproduce, reverse engineer or deal in the Control Software.

12. Remobilization & Reconditioning Charges

In case the elevator / escalator installation job is stopped for more than 4 weeks in between due to any reasons not attributable to Schindler, including unavailability of power supply etc., remobilization charges of 5%.of total Contract Value per elevator / escalator will be charged additional over the Contract Value, whenever Schindler is asked to restart the job. This would need to be paid upfront before Schindler restarts any site activity. Schindler would be entitled for four weeks' time to remobilize and restart the work. In case, if the material is in a non-workable condition or pilferage, reconditioning or replacement cost shall be to the Customer's account.

13. Termination of Contract

In the event of cancellation or termination of the Contract by the Customer, Schindler, in addition to all applicable taxes, shall be charging from the Customer as follows:

- Before approval of drawings - 15% of the Contract Value.
- After approval of drawings - 30% of the Contract Value.
- After release to production - 60% of the Contract Value.
- After dispatch of materials - 90% of the Contract Value.
- After start of installation - 100% of the Contract Value.

Upon the cancellation or termination of the Contract by the Customer prior to the installation, the Customer cannot claim right of ownership or lien over any materials irrespective of the percentage of Contract value paid. Schindler shall be entitled to take back / reclaim possession of the materials or any part thereof.

14. Withholding Tax

For both all Rupee and LC order

Any deductions made from the payment on account of tax deduction at source should be intimated in writing at the time of payment. In case of non-receipt of the deduction certificates during the financial year, we have the right to debit the deducted amount back to your account. We will not accept the deduction certificate once the financial year has elapsed. Your account will only be cleared on clearance of cheque in our account.

15. Right to Use

Neither the Customer nor any third party shall be entitled to use the elevator / escalator for any purpose whatsoever prior to:

- Any usage of Schindler elevator, for any purpose whatsoever before the formal written handover letter to Customer.
- And or Without making the full and final payment, including any overdues because of variation in taxes, pending certificates, of any deductions made thereof (example: - TDS etc.).

- And or Building construction not ready

Any unauthorized use or attempt of unauthorized use shall render the warranty and free maintenance period null and void

16. Payment and Free Maintenance for Multiple Units

Every elevator / escalator in a contract of multiple units will be considered as individual equipment. The commencement of free maintenance and final payment for each elevator / escalator will not be linked to any other unit of the group or of the Contract. Schindler shall be entitled to demand payment and commence free maintenance period as when each unit is physically complete

Schindler shall have the right to suspend the installation activities for other units in the group, due to delay in the final payment of the earlier unit. Schindler shall also have the right to change the dispatch and installation schedule of the full project if the payment is not received as per terms of the Contract. Schindler shall not be responsible for any delay due to the above circumstances

17. Force Majeure

Schindler shall not be liable for failure, non-performance or delays in supply or services resulting directly or indirectly from causes beyond its reasonable control, such as, Acts of God, war, act of terrorism, nuclear risks, riots, strike, political unrest, acts of government, its agencies or officers, raw material shortage, labour shortage or any other legitimate cause beyond the reasonable

18. Liability

Notwithstanding anything contained herein or elsewhere, all liabilities of Schindler regardless whether under the Contract, tort, strict liability or any other theory, shall cease at the end of the warranty period. Schindler shall under no circumstances be liable for any loss of use or production, loss of profit, interest or revenues, loss of data or for any indirect or consequential damages or losses. The limitations of liability under this clause shall also apply for Schindler's directors, employees, subcontractors, agents, licensors or any of their employees.

19. Arbitration

If any dispute, controversy or claim between the parties arises out of or in connection with this Contract, including its existence, breach, termination or validity thereof, the parties shall use all reasonable endeavors to negotiate with a view to resolve the dispute amicably. If the dispute has not been settled pursuant to the said negotiations even after 15 days, either of the parties can give the other party a notice stating that a dispute has been arisen. If the parties are unable to resolve the dispute amicably within 15 days of service of the said notice (or such longer period as the parties may mutually agree), then the dispute shall be finally resolved by arbitration as per the provisions of Arbitration and Conciliation Act, 1996 by a sole arbitrator to be appointed by Schindler from the panel of arbitrators maintained by Schindler. Such panelists shall be persons who is holding or has held the positions of not less than a District Judge or High Court Advocate or a professional arbitrator. Any such arbitration award passed by the said arbitrator shall be final and binding on both the parties. The seat of the arbitration shall be Mumbai and the language of the arbitration shall be English.

20. Address for Billing/Communication.

The proof of communication address provided will be considered same as "Billing Address" in the signed contract which is at the time of order booking. All communication, letters, milestone/final invoices will be sent on this address unless otherwise specifically mentioned in writing by the Customer

21. Miscellaneous Provisions

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

In case of any inconsistencies between Customer terms and terms of this Contract, the latter shall prevail

a. **Substantive Law:** This Contract shall be governed by and construed in accordance with the laws of India without reference to any other laws.

b. **Authorized Signatory:**

• **Corporate/Institutional/Government Customer:** Authorized signatory is the designated representative of your organization who is authorized to sign this agreement. Only an officer authorized to sign on behalf of your organization must sign this contract with date and seal on each page and wherever correction / alterations are made.

• **Individual Customer:** The person in whose name order is being booked is the authorized signatory who shall make the payment as per agreed payment milestones unless supported by an undertaking or declaration to that effect. In all such cases the signatures on the PAN card of the individual customer must be mandatorily be same in the contract duly signed by the parties

c. **Precedence:** The terms and conditions of this Contract shall have overriding effect and shall take precedence over any other discussions, correspondences, documents, purchase orders or terms, unless agreed by Schindler in writing about its overriding effect.

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

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

f. **Successors and Assigns:** The provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Contract nor any provision hereof is intended to confer upon any third person any rights or remedies under this Contract.

g. **Assignment and Setoff:** Customer shall not assign any rights or obligations under the Contract without the prior written consent of Schindler. Customer shall have no right to withhold or reduce any payments or to setoff existing or future claims against any payments due under the Contract or under any other Contract that Customer may have with Schindler or any of its affiliates.

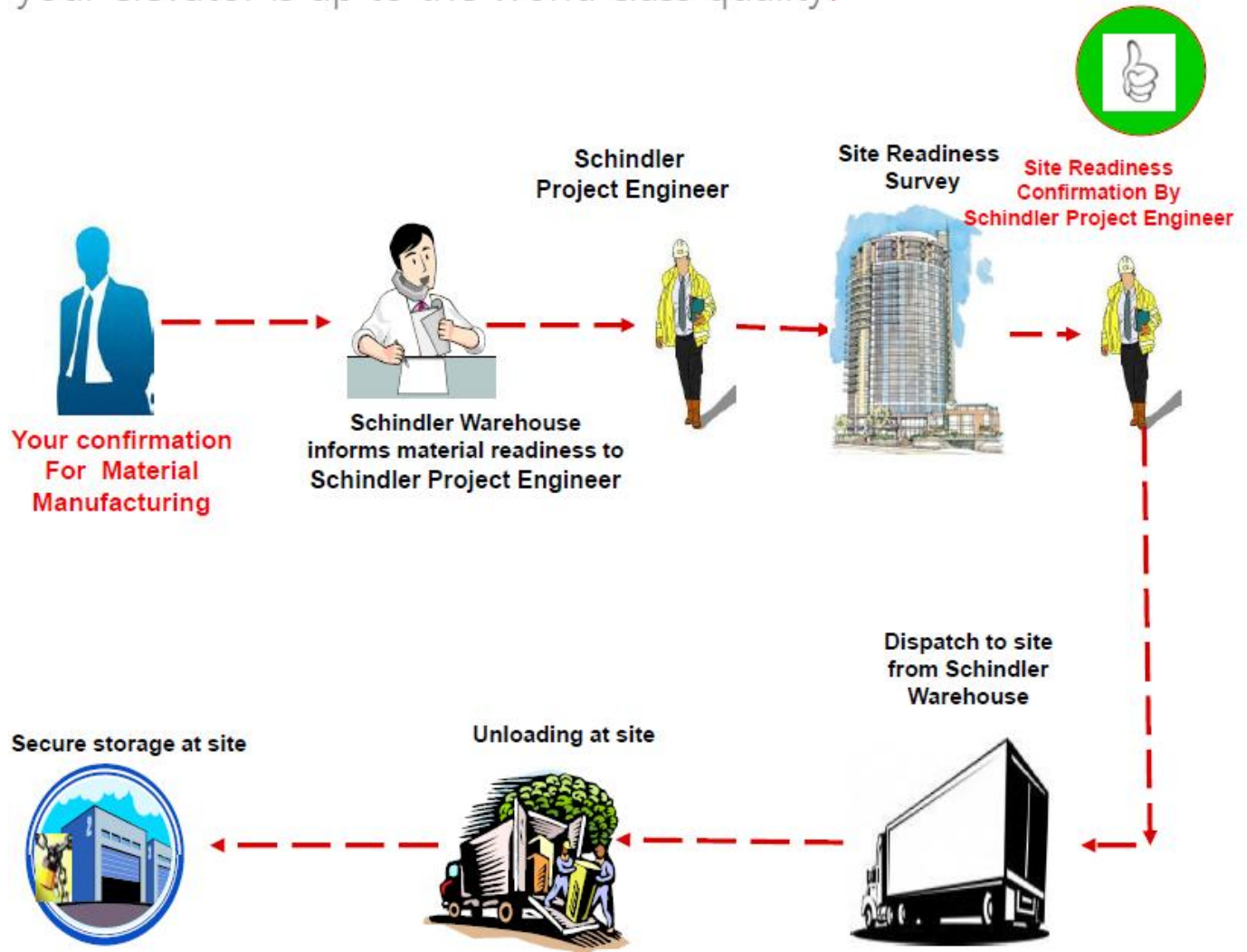
h. **Counterparts:** This Contract has been signed in two copies, each of which shall be deemed to be an original to be kept by each party.

Order Confirmed and Accepted

For and on Behalf of : Mr. Abhishek Bagria	For and on behalf of Schindler India Pvt.Ltd
Name : Mr. Abhishek Bagria	Name: Mr. Rohit Chadha
Signature	Signature
Title	Title :NI Sales
Stamp:	Stamp:

Schindler Material Call off Process

Material is delivered in sync with your site readiness to ensure your elevator is up to the world class quality.



Advantages:

1. Material delivery is in synchronization with site readiness.
2. Avoid costs due to theft , damage & reconditioning etc.
3. Quality installation & performance of your elevator.