



GOLD MAINTENANCE AGREEMENT



**Contract Number:
C-S-2-07-24-3794**

TK ELEVATOR INDIA PRIVATE LIMITED

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MOVE BEYOND



Gold Maintenance Agreement (C-S-2-07-24-3794)

TK Elevator India Private Limited agrees to Maintain Purchaser's equipment as outlined in this contract. We will endeavour to provide a maintenance program to maximize the performance, safety, and life span of your equipment.

Purchaser : KAPCO BANQUETS AND CATERING PRIVATE - LIMITED - KAPCO BANQUETS AND CATERING PVT LTD
Address : Khasra No.43,46 ,47,& 48 MG, Road Sultan Pur Village

Location : Araya Bagh
100 Ft. Road, South Delhi Mehrauli, Mehrauli-Gurgaon Rd, Ghitorni, New Delhi, Delhi 110030, India

By : TK Elevator India Private Limited
Mail Address : Plot no. 429, F.I.E., Functional Industrial Estate, Patparganj, 110092

Units to be maintained - Hereafter referred to as "Equipment"

LM NO.	UNIT QUANTITY	MANUFACTURER	TYPE OF UNIT	LOCATION	NUMBER OF FLOORS
2-07-S3794	1	TKE	Elevator > MR > Geared	Delhi	3

1. Systematic Maintenance and Annual Inspection Service

TK Elevator India Private Limited will provide trained and qualified employees to provide routine maintenance, examination, and lubrication service according to the TK Elevator India Private Limited Maintenance system for purchaser's equipment, during normal business hours, Monday through Saturday, 9.00 am to 5.30 pm (except scheduled holidays). We will furnish the necessary lubricants and cleaning materials, including the replacement of hydraulic fluid (wherever applicable) and machine gear oil.

TK Elevator India Private Limited will annually test all safety devices in accordance with relevant safety standards with the exception of full load testing, which shall be at additional cost. If during safety test TK Elevator India Private Limited finds a non-conformity which makes the equipment unsafe to use as per TK Elevator India Private Limited or Government safety Norms, then, TK Elevator India Private Limited elevator reserves the right to shut down the equipment until this nonconformity is rectified. In case the non-conformity is found to be due to components which are not covered in the contract, TK Elevator India Private Limited will charge for those components. Customer agrees to replace these at additional cost. In case the customer does not replace these components within time frame recommended by TK Elevator India Private Limited, then TK Elevator India Private Limited reserves the right to shut down the Equipment.

In addition, TK Elevator India Private Limited will attend to Premises to assist by with the annual government inspection. All associated costs for such inspection will be borne by Purchaser (wherever applicable). At the request of the Purchaser, TK Elevator India Private Limited will arrange access for other trades to the lift wells, the lift pits, and machinery rooms. No additional charge will be made for this service if it is, provided during the time TK Elevator India Private Limited is in attendance at preroutine maintenance services. This agreement does not include for any additional maintenance service or standby coverage above and beyond those stipulated without additional cost to purchaser.

2. Stoppage, Malfunction, Special Service Request

TK Elevator India Private Limited shall attend to stoppages and malfunctions, during 24 hours per day, 7days per week which jeopardize passenger safety as reported by or for the purchaser to our Call Center at no additional charge to the owner. Should attendance be required outside during normal business hours, only such adjustments and minor temporary repairs will be effected as then can be carried out by the attending

employee all other work will be carried out during normal business hours.

When the reported nature of a malfunction or stoppage is not detrimental to the safety of persons, then attendance to the same shall be carried out during normal business hours. When the reported nature of malfunction is not significant effect on the service provided by the Equipment, then attendance to the same shall be carried out during TK Elevator India Private Limited's next visit to the Premises pursuant to routine maintenance.

In the event attendance to stoppages or malfunctions is required as a direct result of misuse, vandalism or causes outside the reasonable control of TK Elevator India Private Limited, this shall constitute "Additional Service." Purchaser agrees to pay the costs for any necessary replacement parts, as well as the applicable regular time and/or overtime rates for labour, as determined by TK Elevator India Private Limited's response during or outside of normal business hours. Chargeable labour rates are assessed for travel time, travel expenses, and time spent on the job.

3. Component Replacement

Throughout the duration of this Agreement, TK Elevator India Private Limited shall replace or repair, free of charge, a limited range of components for reason related to normal wear and tear. Components will be furnished TK Elevator India Private Limited on exchange basis under which the replaced components become the property of the TK Elevator India Private Limited. Parts eligible for replacement shall be exclusive of machine, motor, controller, drives, hoist ropes, and inverter/drive systems; LCD & VFD display door operator, and car / counter weight frame, car safety mechanism and platform. Repair or replacement of printed circuit boards ,machine replacement is excluded however repair is included and sub component inclusive of rollers, bearings, solenoids, coils, brake shoes, liners, contactors, contacts, relays, push buttons (only the buttons and not the entire landing operating panel), indicators, controller chocks, magnets and magnetic switches, door operator motor, door operator car door safety device, limit switches, governor, interlocks on hoist way doors and other minor mechanical parts shall be included except as excluded elsewhere. Where escalator, moving walks, or other passenger conveyance equipment, machine, inverter, handrails belt, steps, and step chains, balustrades trim mouldings (skirting), lightings, power lines to equipment, deck covers, trusses, step demarcation lighting, balustrade lighting, soffit lighting in truss, shall be excluded from repair or replacement coverage. Repair or replacement of printed circuit boards, steps rollers, handrail bearings,

brake solenoids, coils, brake shoes, contactors, contacts, relays, coils, indicators controller chocks, magnetic switches, safety Switched, limit switches, and other minor mechanical parts shall be included except as excluded elsewhere.

Mechanical Parts (viz., Guide Rails, Car & Counterweight frames, etc.) are not a part of the contract. If any major repairs require any Civil Support (i.e., building of scaffold, building of temporary platform etc.) then such scope is not a part of the contract & the client will render such support.

4. Product Information

Purchaser agrees to provide to TK Elevator India Private Limited with current wiring diagrams that reflect all changes, parts catalogues, diagnostic passwords, and maintenance instructions for the equipment covered by this Agreement (we will supply all of the above for all TK Elevator India Private Limited at no additional cost). Purchaser agrees to authorize TK Elevator India Private Limited to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain Purchaser's property.

5. Equipment Access

Purchaser shall permit TK Elevator India Private Limited, its employees and contractors, access to the equipment and the landings, lobbies and machine rooms associated with covered equipment to ensure fulfilment of all obligations hereunder. TK Elevator India Private Limited staff shall comply with any reasonable directions of purchaser or designated officer related to access to the premises or to any part thereof. Purchaser agrees not to permit others to make alterations, additions, adjustments or repairs or replace any component or part of the equipment during the term of this Agreement.

Purchaser shall endeavour to protect the equipment and the necessary facilities, and not allow any other person to enter the machine rooms and shaft. If manual rescue operation is performed in emergency situations, Purchaser shall ensure it is performed by trained persons. You agree to provide a suitable machine room including secured doors, waterproofing, lighting, ventilate on and heat to maintain the room within the manufacturers recommended range. You also agree to maintain the elevator pit, shaft, and machine room in a dry and clean condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids prior to TK Elevator India Private Limited taking corrective action.

6. Price

The net price for the services will be as stated in Annexure I of this Agreement and taxes will be charged extra (i.e. as applicable at the time of invoicing). The price will be annually adjusted in accordance under Clause 12 of this Agreement. AMC shall be exclusive of all taxes. Equal instalments shall be payable Purchaser Annual Advanced. Tax rates stated in Annexure I have been considered as per GST rates available in Public domain or any other statutory levy as applicable as on date of submission of our price offer. Further In case of any variation in the prevailing taxes and duties in respect of the activities and events under this offer during the contract period and/ or any new taxes and duties are introduced during the contract period, the contract price will be varied suitably, then the same shall be payable by the Client, as applicable and in addition to the Contract Value as stated herein. The commensurate input cost reduction in the price of goods and services and or the benefit of input tax credit has been considered the price stated in Annexure I. The Price agreed is a Fixed Price for the contract period & has no relevance to No. of Site Visits (Preventive Maintenance, Repairs, and Breakdowns etc.). There shall be No Pro-rata adjustments in the AMC Rate for missed service, or prolonged shutdowns for reasons of Non-Payment of dues and where the repairs are in client's scope of work.

7. Overdue Invoices

TK Elevator India Private Limited reserves the right to assess a service charge of 1½ % per month, or the highest legal rate, whichever is less, to all overdue invoices. If you do not pay any sum within fifteen (15) days from the billing date, we may also choose to do one of the following: 1) suspend all service until all amounts due have been paid in full, or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this Agreement. If TK Elevator India Private Limited elects to suspend service, we shall not be responsible for damages or injuries to persons or property from the lack of service. Upon resumption of service, Purchaser will be responsible for payment to TK Elevator India Private Limited of any costs we incur as a result of the suspension of service. Time is of the essence

TKE will not be liable for any price reduction for not rendering services if such services are suspended due to delays from the customer in clearing the invoices timely.

8. Term

This Contract for outlined equipment is effective for 1.00 Years year(s) starting 20/04/24 and is non-cancellable, except written notice for reasons of non-performance. "Non-performance" is defined as our inability to remedy

any deficiencies within forty-five (45) days after receiving written notification from Purchaser.

9. Continuity of Service

To ensure continuous service to Purchasers Equipment, it is highly recommended that purchaser renews the contract at least 30 days prior to the end of service period stated in Clause 8.

10. Safety

You agree to provide our personnel a safe place in which to work. We reserve in the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place in which to work. You agree to accept our sole and reasonable judgment as to the means and methods to be employed for any corrective work under this Agreement. If TK Elevator India Private Limited's inspection of a piece of equipment serviced under this Agreement reveals an operational problem which jeopardizes the safety of the riding public, TK Elevator India Private Limited may shut down the equipment in until such time as the operational problem is resolved. We will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of this Agreement.

Purchaser agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between equipment examinations. Any safety condition that may indicate the need for correction before the next regular examination must be reported with diligence by Purchaser. Purchaser agrees to shut down the equipment immediately upon manifestation of any irregularities in operation, notify us at once, keep the equipment shut down and display the, shutdown status conspicuously until the completion of any repairs. To accommodate increase in overall service costs. Notwithstanding the cause for necessitating the change, the pricing may also increase or decrease in the event the equipment is modified from its present state.

In case of mantrap, due to the risk of severe personal injury and/or property damage, the rescue of trapped passenger must be performed by qualified personnel only. It is agreed that only TKE personnel are permitted to conduct trapped passenger rescue on the elevators covered under this contract.

You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator.

11. Coverage Limitations

TK Elevator India Private Limited shall not be obligated to service or make renewals or repairs without additional charge upon the equipment by reason of misuse of the equipment, another's negligence, loss of power, blown fuse(s), tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, force majeure, or other reason or cause beyond our control. The event any component of the elevator becomes obsolete, outmoded or is no longer manufactured by the original manufacturer or available in the open market or in TK Elevator India Private Limited opinion cannot be repaired, replacement of such upgraded components shall be at Purchasers expense.

The scope of this Agreement does not provide coverage for inspection of cosmetic, construction, or ancillary components of the system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor cover, lighting fixtures, ceiling light bulbs and tubes, mainline power switches, breakers, feeders to controller, hoistway wiring, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke, and fire sensors, communication devices, security systems, UPS, access control or monitoring systems, batteries air conditioners, heaters, ventilation fans Voice announcement system, door keys, controller components, sheave, pulley, bearings, ARDs and its batteries, all other battery-operated devices, motor, gear assembly, sills, tracks, door header assembly & accessories etc. voice annunciator intercom, LCD, Handrail Belt, Step Chain, Steps and all other items set forth and excluded in this Agreement. r escalators, moving walks, or other passenger conveyance equipment's the scope of agreement does not provide coverage r nor imply inspection of cosmetic, construction or ancillary components like balustrades, handrail belt , trim mouldings (skirting), lightings, power lines to equipment, deck covers, trusses, step demarcation lighting, balustrade lighting, soffit lighting in truss.

Repairs & Replacement will be carried out as per Pt. No. 03 Component Replacement. All other parts (example listed above) will be excluded.

In event of any discrepancy arising out of interpretation towards list of inclusions/exclusions, TKEs decision will be final and binding on both the parties.

12. Economic Adjustments

The price as stated in this Agreement shall be adjusted

annually, to accommodate increase in overall service costs. Notwithstanding the cause necessitating the change, the pricing may also increase or decrease in the event the equipment is modified from its present state.

13. Other

TK Elevator India Private Limited shall not be liable for any loss, damage or delay caused by acts of government, labour, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall TK Elevator India Private Limited be liable for any damages, nor any consequential, special, or indirect damages. TK Elevator India Private Limited shall be liable for any direct damage caused by its employees to the equipment while under the Company's care and control except under those conditions as noted above. During the duration of this Agreement, we will not be obligated to install new attachments or parts upon the equipment as recommended directed by insurance companies, any governmental agency or authority, or any third party, nor shall we be required to make any changes to the existing design or function of the unit(s). In light of the nature of this Agreement, throughout said term, in the event that the Agreement is terminated for any reason other than non-performance on behalf of TK Elevator India Private Limited prior to completion of the full term, TK Elevator India Private Limited shall be entitled to collect costs incurred for any major repair or component replacement works on a pro-rata basis of the full term of the Agreement. In the event of the sale, lease, or other transfer of the equipment(s) described herein, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement, and sub-termination as herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Agreement.

14. Dispute Resolution

This Agreement shall be governed by and construed in all respects in accordance with the laws of India and the parties hereby submit to the jurisdiction of the courts of City and State where the Project Site is located in all matters relating thereto.

Both parties will attempt to resolve amicably any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination (a "Dispute"). Either party may give written notice (a "Dispute Notice") to the other party. Any Dispute Notice that has not been resolved amicably within sixty (60) days from the date of such Notice (or

such other longer period as agreed in writing by the parties) shall be submitted to the jurisdictional court for arbitration, which shall be conducted in accordance with the Arbitration Rules in effect at the time of applying for arbitration. The place of arbitration shall be in New Delhi and the language of the arbitration shall be English. Any arbitral award shall be final and binding on the parties, from the day it is made, and the Parties waive any right to refer any question of law and any right of appeal on the law and/or merits to any court.

15. Special conditions

Any and all special or premium options or altered conditions to be included to this Agreement shall be noted in Annex 1. Such annex shall be executed by both parties and govern in the event of any contradiction to this Agreement.

TKE reserves the right to deploy outsourced / subcontractor manpower for carrying out repair activities, rescue operation (if required), standby duty etc.

16. Acceptance

Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator India Private Limited will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless included under an attached Annex 1 that is duly executed by both parties. Should Purchaser acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement and any Annex 1 will govern in the event of a conflict. This proposal together with any Annex 1 is hereby accepted in its entirety and shall constitute the entire Agreement as contemplated by TK Elevator India Private Limited and Purchaser. No agent or employee shall have the authority to waive or modify any of the terms of this Agreement without the written approval of an authorized manager. In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

17. Limitation of Liability

The total liability of Company under this contract, for any and all claims, losses, costs or damages of whatsoever kind arising out of any cause or causes, shall not exceed an amount equal to 100% of the annual Contract price.

Also, neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including but not limited to loss of use, loss of profit, loss



of production or business interruption which is

connected with any claim arising under the Contract.

End

Annexure I

1. Worn-out Components:

na

2. Components /equipment's to be replace in mention schedule:

na

The components /equipment's listed above show considerable wear and tear and will have to be replaced in the near future However, in order to provide the Purchaser with maximum utility from these items the TK Elevator India Private Limited accepts these components in their present condition with the clear understanding that the purchaser agrees to replace them at his cost whenever called up to do so. The "TK Elevator India Private Limited" reserves the right to terminate the agreement if such replacements are not carried out within the time stipulated by the company.

3. Special Terms & Conditions, if any:

GST@18% WILL BE EXTRA

4. Price Scheduling and Taxes:

YEAR	START DATE	END DATE	ADJUSTMENT PERCENTAGE	CONTRACT VALUE (NET OF TAX) / (EXCLUDING GST)
1	20/04/24	19/04/25		63,945.00

SR. NO.	DESCRIPTION	GST RATES (%)
1	CGST	9 %
2	S/UT GST	9 %
3	IGST	0 %



TK ELEVATOR INDIA PRIVATE LIMITED

PURCHASER

(Authorized Signatory)

(Authorized Signatory)

Name
Manoj Chauhan
Date

Name
Araya Bagh
Date

MULTIPLE WAYS TO REACH US

You can reach out to us through our Mobile App or via our Toll Free Number

Our customer's safety and comfort is of utmost importance for us. Therefore, we have launched a mobile app to further empower our customers by enabling them to reach out to us from the comfort of their home faster than ever before.

Just login to our new mobile app with your registered mobile number, log a complaint, and our technical team will sort it for you. We have a protocol designed where you need not even go out of your home while the work is on. You will receive updates with final closure & remarks.

To Download, search "TKEI My Complaint App" on Google Play & App Store. Supports Android & iOS.

Download link:

Android: <https://bit.ly/3DBJXzN>

iOS: <https://apple.co/3BBTRAF>

Contact us on: tkein_customercomplaint@tkelevator.com

You can also lodge your complaint by contacting our 24*7 centralized call center on our toll free no.: 1800 102 8500.

*Conditions apply

