



AFNO CGHS LTD
 SECTOR - 7, DWARKA
 NEW DELHI - 110075

AFNO CGHS LTD
 +919810206017

KONE Elevator India Pvt Ltd
 7th Floor, Aggarwal Corporate Heights,
 A-7, Netaji Subash Place
 Delhi
 Delhi - 110 034
 Tel: +91 9717173192
www.kone.com

Contact Person:
 Shreyance Shreyance
shreyance.shreyance@kone.com
 23-FEB-2022

Contract No: 0042047992
 Quotation No: T-0005346381_1

Your KONE Care™ maintenance

Dear AFNO CGHS LTD,

Thank you for your interest in KONE maintenance services. Following our discussion, we now have a thorough understanding of your needs and can advise you on an appropriate maintenance solution.

The all-new KONE Care – Flexible maintenance that's tailored to your needs

As you are aware, any moving equipment or component requires to be maintained regularly in order ensure performance and longevity. At KONE, we have developed the KONE Care Maintenance Solutions which cover the maintenance process for Elevators and Escalators, These solutions are a vital ingredient in helping you to ensure the best People Flow experience.

KONE's client portfolio is varied and extensive, with some of the country's top companies and property owners depending on us for a trouble-free maintenance service. Our customers demand a high quality service from a dedicated and reliable network of trained engineers, who are fully equipped to meet the needs and requirements of all our customers, whatever their business or industry.

Enclosed please find the contract document. We would request you to please sign the copies on each page and return to us to enable us, process your instruction as speedily and efficiently as possible.

However should you have any questions regarding our proposal, or require any further information, please do not hesitate to contact us

Please don't hesitate to contact me with any questions via shreyance.shreyance@kone.com/ tel : +91 9717173192

The offer is valid for a period of 60 days.

Your sincerely,

KONE Elevator India Pvt Ltd
 Shreyance Shreyance
 Assistant Manager - Service Sales
shreyance.shreyance@kone.com

Signed For KONE
 T-0005346381_1
 Opp. No. 6012549561

12/4



Signed for Customer

Secretary
 Authorized Signatory

12.4.22



2

KONE Care™ Maintenance Contract

1 Parties

Customer:
AFNO CGHS LTD
SECTOR - 7, DWARKA

Invoicing address:
AFNO CGHS LTD
SECTOR - 7, DWARKA

NEW DELHI
DELHI
110075
India

NEW DELHI
DELHI
110075

and contractor:
KONE Elevator India Pvt Ltd
7th Floor, Aggarwal Corporate Heights,
A-7, Netaji Subash Place
Delhi
Delhi - 110 034

This Contract has been prepared in two identical counterparts, one for each Party. We hereby agree to the General Terms and Conditions as detailed in the Appendix.

2 Equipment groups covered by the contract

Group name	Elevators	1st year Annual value without taxes
Default group	24	INR 1,220,688.79
Total		INR 1,220,688.79

3 Summary of the services

3.1 Default group Group



Signature

Signed For Customer

2(10)

12.4.22

Secretary

Authorized Signatory


3.1.1 Essential services

Services and Options	Elevators
Number of MBM visit on yearly basis	
8	•
KONE Customer Care Centre™	
24/7 service	•
KONE Modular based maintenance™	
Included	•

3.1.2 Repair and breakdown services

Services and Options	Elevators
Repair coverage	
All parts and components fitted by KONE will be original parts or components. If original parts or components are not available, the parts or components fitted will be of equal quality and functionality.	
KONE's liability to the CUSTOMER for any defects in design, materials or workmanship relating to parts and components shall be limited to the replacement of spare parts or components as defined by this Article.	
a) Refinishing, repair or replacement of following components are outside the scope of this contract:	
I. Elevator car enclosure	
II. Elevator car and landing door panels / gates	•
III. Alarm bell/buzzer	
IV. Incoming Electrical wiring up to main switches in the m/c room	
V. Main switches in the m/c room	
VI. LCDs	
VII. Any other equipment or accessory not forming part of the initial supply of the elevator equipment although provided as a necessary accessory by or to the customer. This includes Accessories such as EBD / KRD , Intercom , LAS ,BMS,DCS,E-Link & Group Indicators .	
VIII. Decorative items including mirror and hand rail	
Material groups excluded from repair coverage	
Battery	•
Fan	•
Lights	•
UPS	•

Signed For KONE
 T-0005346381 V1
 Opp. No. 0012549664



 Signed For Customer 3(10)
 Secretary
 Authorized Signatory
 12.4.22





4

3.1.3 Performance services



Services and Options

Elevators

Breakdown service execution time covered by the contract

Breakdown service covered during Kone normal working hours

Service hours for scheduled maintenance (modular-based)

KONE normal working hours (Monday to Saturday :: 08.30 Hrs to 17.30 Hrs)

-
-



[Handwritten Signature]

Signed For Customer
Secretary
Authorized Signatory

12.4.22

3.2 General contract information

General contract agreements

Contract start date	01-APR-2022
Contract end date	31-MAR-2023
Invoicing	Yearly in Advance
Payment Terms	Payable Immediately Due net
Annual Increment on Basic Price	Mutually agreed percentage on previous year's Basic Price

Price

Contract Price per annum, net excluding taxes	Rs. 1,220,688.79
CGST @ 9.00 %	Rs. 109,861.99
SGST / UTGST @ 9.00 %	Rs. 109,861.99
Contract Price per annum, including taxes	Rs. 1,440,412.77

4 The following enclosed Appendices form an integral part of this contract

- Appendix 1 - Equipment covered by the contract
- Appendix 2 - General terms and conditions

Signed by KONE Elevator India Pvt Ltd

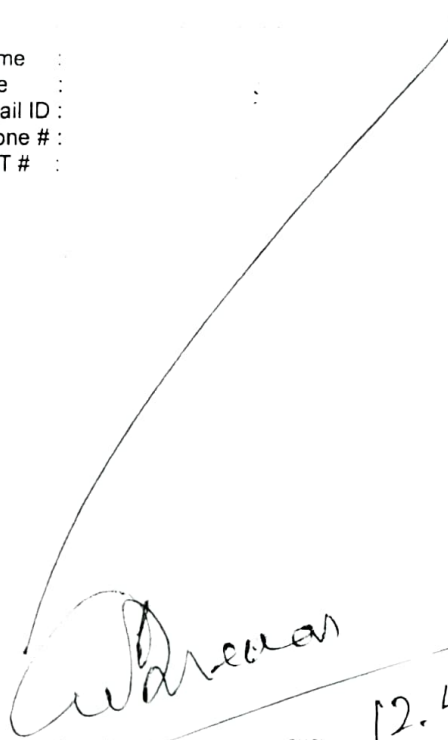
Signed by AFNO CGHS LTD

Name: Shreyance Shreyance
Title : Assistant Manager - Service Sales
Date :

Name :
Title :
Email ID :
Phone # :
GST # :

Signed For KONE
T-0005346381
Opp. No. 0012549661





Signed For Customer 5(10)
Secretary
Authorized Signatory

12.4.22

Appendix 1: Equipment covered by the contract

Equipment number	Capacity (kg)	No. of landing doors	1st-year annual price without taxes (Rs)
PLOT NO-11, SECTOR-7, DWARKA, 110075 DELHI			
43203161	544	9	50,444.34
43203163	544	9	50,444.34
43203152	544	9	50,779.00
43203154	544	9	50,779.00
43203156	544	9	50,779.00
43203158	544	9	50,779.00
43203140	544	9	50,462.66
43203142	544	9	50,462.66
43203144	544	9	50,462.66
43203146	544	9	50,462.66
43203148	544	9	50,462.66
43203150	544	9	50,462.66
43203162	544	9	50,779.00
43203160	544	9	49,403.08
SECTOR-7, DWARKA, 110075 DELHI			
43203141	544	9	52,551.28
43203143	544	9	52,551.28
43203145	544	9	52,551.28
43203147	544	9	52,551.28

Signed For KONE
 T-0005346381 V1
 Opp. No: 0012540661
 A-7, Netaji Subhash Place
 DELHI-110034

Delhi
 110075

Signed For Customer : 6(10)
 Secretary
 Authorized Signatory
 12-4-22



(7)

<input type="checkbox"/>	43203149	544	9	52,551.28
AFNO CGHS, PLOT 11, SECTOR-7, DWARKA 110075 DELHI				
<input type="checkbox"/>	43203153	544	9	49,967.85
<input type="checkbox"/>	43203155	544	9	49,967.85
<input type="checkbox"/>	43203157	544	9	49,967.85
<input type="checkbox"/>	43203159	544	9	49,967.85
<input type="checkbox"/>	43203151	544	9	51,098.28



[Handwritten Signature]

Signed For Customer Secretary & Signatory

7(10)

12.4.22



8

Appendix 2: General terms & conditions

KONE Care™

GENERAL TERMS AND CONDITIONS FOR MAINTENANCE SERVICES

1. DEFINITIONS

The following defined words and phrases shall have the following meanings:

Term	Description
"Commencement Date"	The date of commencement of the Contract
"End date"	The end date of the contract as set out in contract
"Contract"	The contract entered into between KONE and the CUSTOMER regarding the provision of Maintenance Services
"Equipment"	The Elevators / Escalators listed in the Contract, and related components and parts which are a part of the original supply
"Legislative Requirements"	All applicable regulatory and legislative requirements, laws, statutes, regulations and requirements and/or orders set out by any competent authority
"Maintenance Services"	All services to be performed by KONE with respect to the Equipment pursuant to the Contract
"Normal Working Hours"	The time as specified under the "Contract Details" section
"Party" or "Parties"	The Customer and/or KONE
"Price"	Consideration payable to KONE by the CUSTOMER for the performance of the Maintenance Services

2. PROVISION OF SERVICES BY KONE

KONE shall perform the Maintenance Services as agreed to in the Contract and in these General Terms and Conditions. In performing the said services, KONE shall take all reasonable steps to maintain the Equipment in proper operating condition. KONE shall use trained and appropriately supervised personnel to perform the Maintenance Services. The Maintenance Services shall be conducted during the Normal Working Hours. KONE during its normal working hours, shall send at regular intervals and as frequently as the Company thinks necessary, having regard to the age, nature and condition of the elevator, a technician to systematically inspect, adjust and lubricate the parts of the elevator to the extent necessary to maintain the elevator in satisfactory working order. If not separately agreed, any work conducted outside the Normal Working Hours is not included in the Price and shall be invoiced separately. KONE will supply all lubricants (made as per standards of KONE) necessary for this purpose.

Upon notification by the customer of a breakdown or failure in the elevator, KONE shall send, as soon as may reasonably be possible and during KONE's normal working hours, a technician to carry out necessary repairs in order to restore

the elevator to satisfactory working condition. In performing the services described, KONE will replace (identical or equivalent item) or rectify at its option any component of the elevator rendered defective due to normal wear and tear and arising out of ordinary and reasonable use of the elevator except for such items and conditions which are excluded hereunder as particular and general exclusions. The parts which are replaced shall become KONE's property. KONE will carry out according to its standards customary annual safety test to examine all safety devices. KONE will not be required to make any other tests. KONE will neither be required to install new attachments nor to make replacements with parts of a different design to the elevator whether or not recommended or directed by Insurance Companies, or by Governmental or Non-Governmental authorities.

KONE reserves the right to keep the control cubicle locked. The Equipment under contract will remain out of commissioning while the maintenance process is being carried out. No one will be allowed to use the Equipment during this period.

3. PROVISIONS BY THE CUSTOMER

The CUSTOMER shall promptly inform KONE of any unsatisfactory operation or performance of the Equipment, any accidents or incidents involving the Equipment or any change in the use of the Equipment. The CUSTOMER shall provide a safe and adequate working environment for KONE personnel and reasonable access to carry out the Maintenance Services. The CUSTOMER shall be responsible for all wiring in the building structure and power supply necessary for the functioning of the Equipment. The CUSTOMER shall be responsible for any power supply fluctuations or failures causing damage to the Equipment. The CUSTOMER shall comply with all applicable Legislative Requirements, including occupational safety and health regulations.

The CUSTOMER shall keep sills, machine room and pit clean. The CUSTOMER shall instruct all persons using the elevator to use it all times in accordance with KONE's reasonable instructions. The CUSTOMER shall ensure to prevent misuse or vandalism of the elevator.

The CUSTOMER shall ensure that two trained persons in the building will be available for emergency rescue of trapped passengers. The CUSTOMER shall nominate two persons by name and designation for intimating breakdowns if any, to KONE with clear understanding that instructions of only such persons will be attended by KONE.

The CUSTOMER shall keep the Machine room under lock and key.

The CUSTOMER shall not to allow any other person, either his own or a third party to meddle with, repair or rectify any of the elevator components during the subsistence of this contract with the explicit understanding that any breach of this clause will relieve KONE of all further obligations under this contract.



Signed For Customer
Secretary
Authorized Signatory

8(10)

12.4.22

4. PAYMENT AND ADJUSTMENT OF PRICE

Unless otherwise stipulated in the Contract, the Price is due annually in advance by means of Cheque / DD / Online Transfer shall be settled against submission of pro-forma invoice OR within 5 days from receipt of the invoice by the CUSTOMER. The Price may be adjusted annually by KONE in accordance with any increase in the cost of performing the Maintenance Services during any invoicing period. Any such variations will be made according to the price adjustment percentage agreed between the Parties. Further, KONE reserves the right to adjust the Price in the event the main purpose of use of the Equipment materially changes during the Contract Duration Period or in the event new Legislative Requirements enter into force which materially changes the scope of the Maintenance Services or the costs of providing the said services.

The CUSTOMER shall pay in addition to the contract price mentioned here, any tax imposed upon the CUSTOMER, or KONE or KONE's suppliers by any existing or future law, or under any statute, court decisions, rules or regulations becoming effective after the date of this proposal which is based upon or incident to the use, ownership or possession of the materials or equipment involved in the performance here of or service rendered hereunder.

5. DELAYED PAYMENT BY THE CUSTOMER

If the payment of any amount due under the Contract is delayed, KONE shall be entitled to charge interest on such sum at the rate of eighteen per cent (18%) per annum on amount unpaid as per payment terms after date of invoice. KONE shall also have the right, without prejudice to other remedies, to suspend immediately the provision of the Maintenance Services until the payments due to KONE (with interest) have been paid in full.

6. KONE PARTS AND COMPONENTS

All parts and components fitted by KONE will be original parts or components. If original parts or components are not available, the parts or components fitted will be of equal quality and functionality.

It is hereby specifically agreed that KONE would not in any way be liable to replace or repair free of charge, under this contract any damage caused to all or part of the elevator as a consequence of a faulty electrical system, power fluctuations, third party interventions, fire, water seepage flooding etc.

In such an event all repairs and replacements as may be necessitated would be carried out at the cost and expense of the customer. It is recommended that the customer should take adequate protection from Insurance or similar companies to safe guard the equipment for damages that would occur due to such causes. In such an event the cost of repair or replacement should be reimbursed to KONE without any conditions or limitations.

Where materials, component parts or assemblies are no longer available due to obsolescence or if they have been permanently taken out of production by the original supplier, then the supply and use of alternative replacement materials, component parts or assemblies (as the case may be) will be at the cost of the Customer.

In the event KONE consider themselves unable to supply any materials or parts for the purpose of this Agreement, then this agreement shall forthwith terminate without prejudice to KONE's accrued rights and without any liability to KONE for such termination.

7. LIMITATION OF LIABILITY

Notwithstanding any other provisions or indemnities in this Contract, in no event shall KONE be liable to the other party for any loss of profit, use, contracts, business, customers, good will, contractual liabilities of others or for any indirect or consequential loss or damage, which may be suffered by the other party in connection with the Contract. KONE's maximum aggregate liability under or in relation with this Contract shall in no event exceed an amount equal to one year's Contract value per equipment.

8. FORCE MAJEURE AND RELEASE FROM RESPONSIBILITY

KONE shall not be liable for any failure to fulfill any of its obligations under the Contract to the extent that such fulfillment is prevented by circumstances beyond KONE's reasonable control, including but not limited to acts of God, epidemic, acts of government, war, civil commotion, terrorism, material shortages, transportation delays, labour unrest, theft, vandalism, misuse of Equipment, failure of incoming power supply, fire, flood, adverse climate conditions or natural disasters

9. PROPRIETARY RIGHTS

The proprietary rights to any drawings, technical documentation, software or other intellectual property provided by KONE in the course of and in connection with performance of the Maintenance Services, shall remain solely with KONE. KONE is not expected to assume possession or Management of any part of the equipment and the customer remains exclusively as the owner

10. TERMINATION OF CONTRACT

The Contract shall remain in force for the Contract Duration Period, unless cancelled in writing by either party, by issuing 90 days notice prior to the desired date of termination. Either Party may terminate the Contract, without satisfying the above time requirements, by giving a written notice to the other Party in the event that the other Party goes into liquidation either compulsorily or voluntarily, or a receiver, administrator or administrative receiver is appointed in respect of the whole or any part of its assets, or if the other Party commits a material breach of the Contract and the said breach has not been remedied within thirty (30) days after receipt of written notice setting forth particulars describing the alleged breach. Further, KONE has the right to terminate the Contract in the event the main purpose of use of the Equipment has materially changed during the Contract Duration Period or the Equipment is serviced or repaired by a third party without the prior written approval by KONE during the Contract Duration Period or the ownership of the building where the Equipment is located is changed

Signed For KONE
T-0005346881_V1
Opp. No: 0012549661



Signed For Customer

9(10)

12.4.22

Secretary

Authorized Signatory



10

In the event that the Contract is terminated by either Party as set out above, the CUSTOMER's obligations to make payments due under the Contract shall survive the termination and KONE shall be entitled to receive payments from the CUSTOMER for any Maintenance Services performed before the effective date of termination. KONE, in turn, shall return any payments made by the CUSTOMER for Maintenance Services not yet performed, except in the event of termination due to the CUSTOMER's default. In the event the Contract is terminated for any reason whatsoever any Equipment specific maintenance productivity tools will be removed, unless the Customer wishes to purchase such tools at the prevailing market price.

In all circumstances where the Contract is terminated other than for KONE's breach, insolvency or repudiation, a termination fee shall become payable by the CUSTOMER, without prejudice to any of KONE's other rights. The said termination fee is equal to 30% of the Price payable by the Customer for the remaining term of the Contract but for the termination. The Parties agree that the said termination fee is a reasonable pre-estimate of the loss suffered by KONE as a result of the termination.

11. APPLICABLE LAW

In the event of difference or dispute arising out of, under or in connection with this contract / agreement, over the right of obligation of parties hereto, the dispute or difference shall be referred to the Arbitration of a Sole Arbitrator, to be appointed by KONE. The Contract will be governed by the laws of India and the courts of Chennai shall have exclusive jurisdiction over any disputes between the Parties relating to the Contract. and the Provisions of the Arbitration & Conciliation Act 1996 (including any amendments thereto) shall be applicable to such Arbitration award shall be final and binding upon the parties.

12. RESCUE TRAINING

As a part of maintenance, KONE intends to provide basic training to CUSTOMER with respect to rescuing passengers entrapped in elevators under certain limited circumstances. The objective of providing rescue training is to enable the CUSTOMER to understand and identify the risks involved in relation to elevator entrapment situations and related rescue operations, what kind of rescue operation is needed, whether the needed rescue operation can be conducted by the CUSTOMER, and further provide knowledge and teach practical skills needed in the rescue operations. The training would include on site demonstration of limited rescue operations that needs to be taken into account when rescuing passengers including the "dos and don'ts".

This training shall be provided by KONE to the CUSTOMER as a one-time exercise free of cost at the request of CUSTOMER, for any two of the representatives nominated by the CUSTOMER. Subsequent training required to be provided by KONE at any future point of time shall be chargeable on a mutually agreeable basis.

After providing training, KONE and CUSTOMER shall record the fact of having provided such basic training in the format prescribed by KONE. This shall include the names and positions of the CUSTOMER's representative who have participated in the said training. KONE shall always keep the determining record of who have participated in the training.

The CUSTOMER or their representative who has been so trained can thereafter engage in rescuing passengers entrapped in an elevator using solely the methods as trained by KONE.

The CUSTOMER and their representatives acknowledge and understand that they shall not engage in rescue operations for which they are not trained and shall not attempt to rescue any persons following processes, other than those for which they have been trained by KONE. This training shall be valid only for the validity of this contract.

CUSTOMER hereby voluntarily release, forever discharge and agree to indemnify and hold harmless KONE, its directors, officers, employees, agents, subcontractors, volunteers and all other persons or entities acting in any capacity on behalf of KONE from any and all liability, claims, demands or causes of action which may be in any way connected with the participation of the CUSTOMER and/or their representatives in the training activity including all such claims which allege negligent acts or omissions of KONE

It is specifically agreed that the training provided by KONE shall not absolve the CUSTOMER or their representatives from any negligent and/or any acts of omission or commission that may result in any accident / cause damage either to the entrapped passengers or to the property. KONE shall not be held responsible for any consequences arising out of rescue undertaken by the CUSTOMER or their representatives whether the rescue is happening before, during or after any training provided by KONE. CUSTOMER agrees to indemnify KONE, its directors, officers, employees, agents, subcontractors, volunteers and all other persons or entities acting in any capacity on behalf of KONE against claims, demand, prosecution and/or any charge arising therefrom.

13. MISCELLANEOUS

The Contract constitutes the entire agreement between the Parties, and supersedes all prior negotiations, understandings, representations, and agreements between the Parties, if any. The CUSTOMER represents and warrants that in deciding to enter into the Contract, the CUSTOMER has not relied on any information supplied or statements made by KONE except those set forth in the Contract. The Contract may be amended or varied only by a written instrument signed by duly authorized representatives of both Parties. Any Purchase orders / Work orders issued by the CUSTOMER in connection with the Maintenance Services shall be deemed to be issued for the CUSTOMER's administrative billing purposes only, and the Parties hereby intend that the terms and conditions of the Contract shall exclusively govern any services to be provided hereunder. None of the conditions of the Contract shall be considered waived by either Party unless such waiver is given in writing by the Party. No such waiver shall be a waiver of any past or future default, breach or modification of any of the conditions of the Contract, unless expressly stipulated in such waiver. This Contract can be freely assigned by KONE to any other KONE within KONE group without the prior consent of the Customer. Notwithstanding any transfer of ownership of the building where the Equipment is located or change of the property manager of the said building, this Contract will continue in full force and effect until the end of the Contract Duration Period.

Signed For KONE
T-0005346381_V1
Opp. No: 0012549661
Subhash Place
DELHI-110034

[Signature]
Signed For Customer
12.4.22
Secretary
Authorized Signatory