

Dated: 20-03-2020

## SOP ON DIFFERENTLY ABLED STUDENTS IN INSTITUTIONS

### 1. Introduction

The institute is committed to maintaining a non-discriminatory environment and to providing reasonable equal access to all its services, benefits, and facilities, regardless of the physical or cognitive disabilities a student may have. Faculties and staff make sure that differently abled students receive appropriate support in their mobility around campus and their academic and social life. Our belief at the Institute and commitment to diversity is an example enriching our own community and those beyond it.


Differently-abled persons need special arrangements in the environment for their mobility and independent functioning. ITS Engineering College ensures that all existing structures as well as future construction projects in the campuses are made disabled friendly. To suit the special needs of differently-abled persons, College has created special facilities such as ramps, rails and special toilets and made other necessary changes to address the accessibility issues pertaining to disability.

### 2. Reasonable adjustments for students

The steps, where reasonable structural or physical changes have been made are:

- **widening doorways** to allow a wheelchair to pass through easily
- replacing steps with **ramps**
- relocating light **switches** and door **handles** to a level that considers people who have difficulty in reaching
- providing **accessible toilet facilities** for disabled employees

The college provides special facilities for the differently abled students and persons to provide them opportunities to acquire quality education and to bring them into the main stream of the society

  
Page 1 of 3  
20/03/20  
Dr. Sanjay Yadav  
Director  
ITS Engineering College  
Greater Noida

### 3. Facilities and Resources Available: for differently abled

1 **Qualified counselling/clinical psychologists** are available on all working days to provide necessary guidance and counseling to differently-abled students.

2. **Qualified special educator** is available on call in the event the students are having learning difficulties such as dyslexia, dysgraphia etc.

3. **Physical Facilities:** The college provides special facilities for the differently abled students and persons to provide them opportunities to acquire quality education and to bring them into the main stream of the society. The college has a social responsibility and perception that differently abled students should be respected and treated as a normal human being.

4. **Ramp/Rails:** The college has a special facility of ramp and rails for the differently abled students. The main entrances and exits clearly identifiable and easily accessible. And it can accommodate wheelchair users. Steps and ramps have hand railings and the entrance permitting access to a conveniently located lift.

3. **Rest Rooms:** Separate toilets are available for people with disabilities. They are clearly identifiable and accessible. The doors are wide enough and lockable from inside and releasable from outside. There is enough maneuvering space inside. All floor surfaces are slip resistant. Mirrors, flushing arrangements, dispensers mounted at appropriate heights.

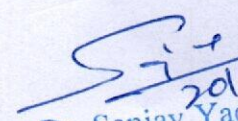
4. **Scribes** for Examination: There are some students who feel difficult to take the examination and they need scribes with them. The college provides or allows the students to take the help of scribes in the examination

5. **Braille Software/facilities:** The differently abled students are provided the facility of the Braille Software to develop their skills. The college helps them to develop their language and other skills through Braille Software.


#### 4. Measures institute is working on for differently abled students joining the institute in order to develop awareness in the higher education system and also to provide necessary guidance and counselling to differently abled persons,

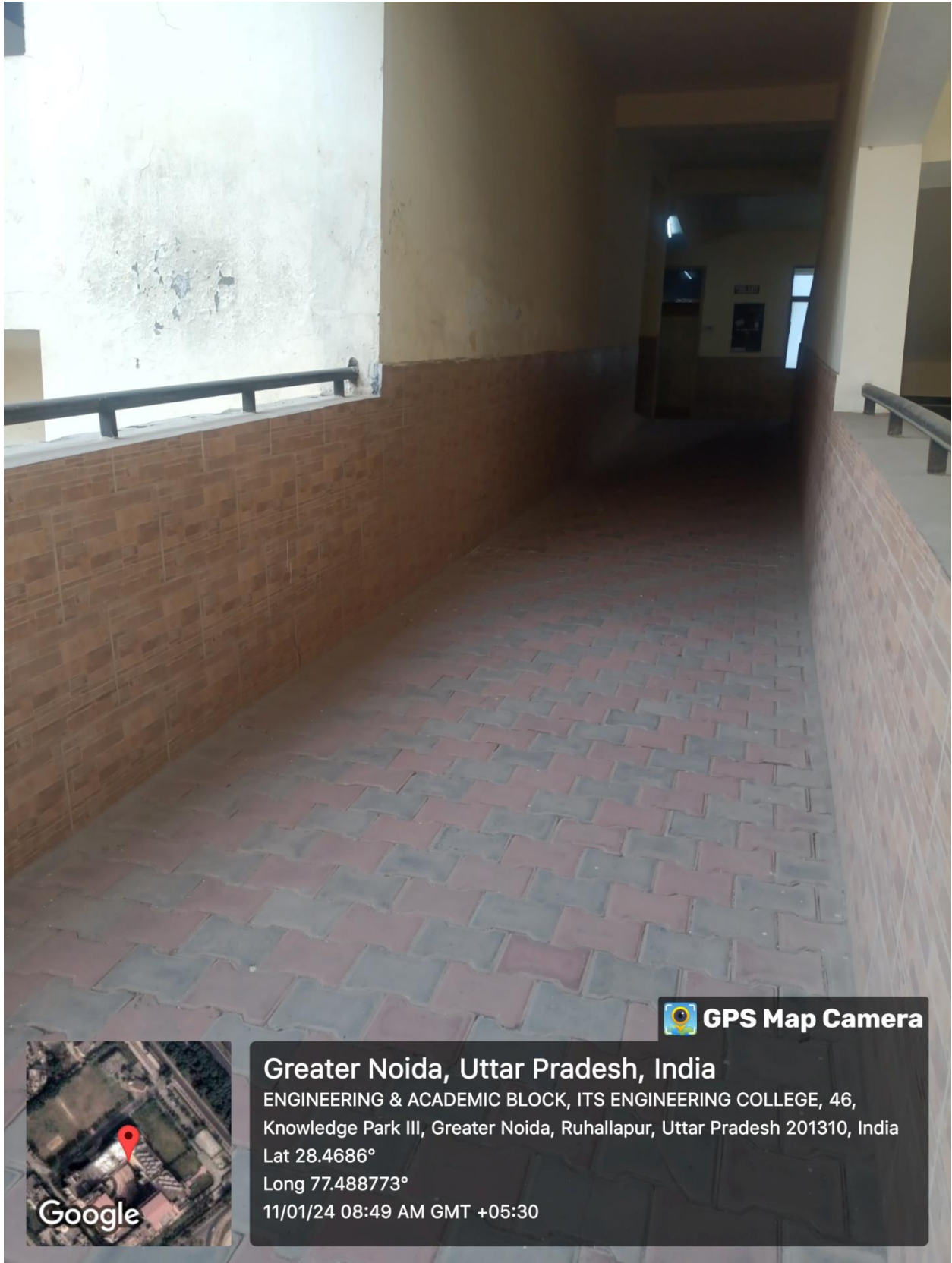
- Ensuring **admission of differently-abled persons** in various courses;
- Provide **guidance and counselling** to differently abled individuals


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20/03/20  
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- **Create awareness** about the needs of differently abled persons, and other general issues concerning their learning
- Assist differently-abled graduates to gain **successful employment** in the public as well as private sectors .It has been felt that differently-abled persons need special arrangements in the environment for their mobility and independent functioning.
- It is also a fact that many institutes have architectural barriers that disabled persons find difficult for their day-today functioning. The colleges is **addressing all accessibility related issues as per the stipulations of the Persons with Disabilities Act 1995**, and ensuring that all existing structures as well as future construction projects in the campuses is made disabled friendly.

  
20/03/2020  
Dr. Sanjay Yadav  
Director  
ITS Engineering College  
Greater Noida




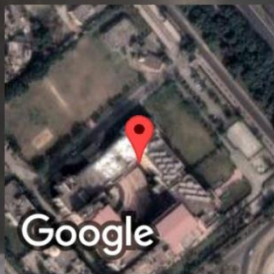
 **GPS Map Camera**



**Greater Noida, Uttar Pradesh, India**  
ENGINEERING & ACADEMIC BLOCK, ITS ENGINEERING COLLEGE, 46,  
Knowledge Park III, Greater Noida, Ruhallapur, Uttar Pradesh 201310, India  
Lat 28.4686°  
Long 77.488773°  
11/01/24 08:49 AM GMT +05:30



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**Greater Noida, Uttar Pradesh, India**


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Knowledge Park III, Greater Noida, Ruhallapur, Uttar Pradesh 201310, India

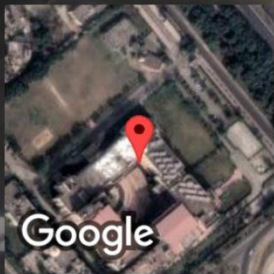
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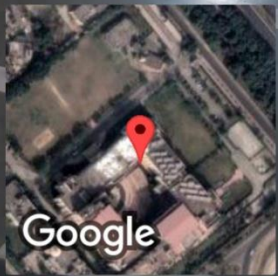
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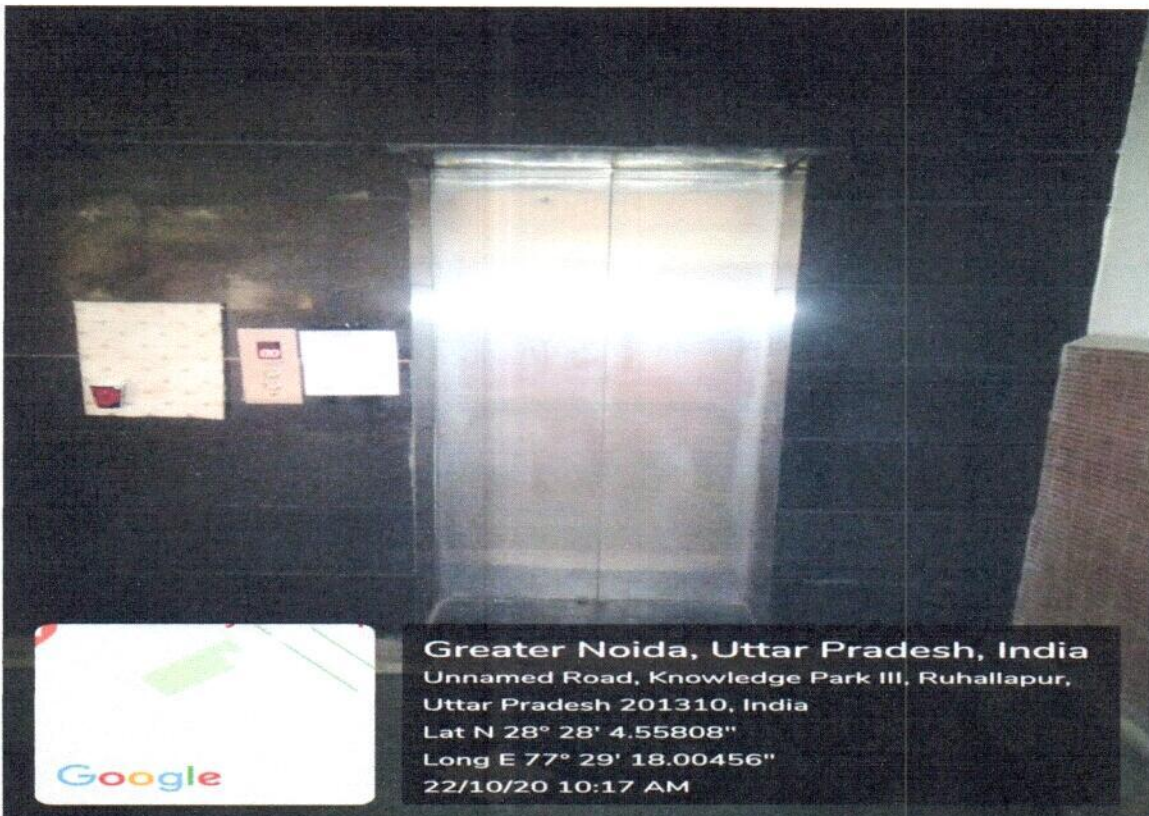
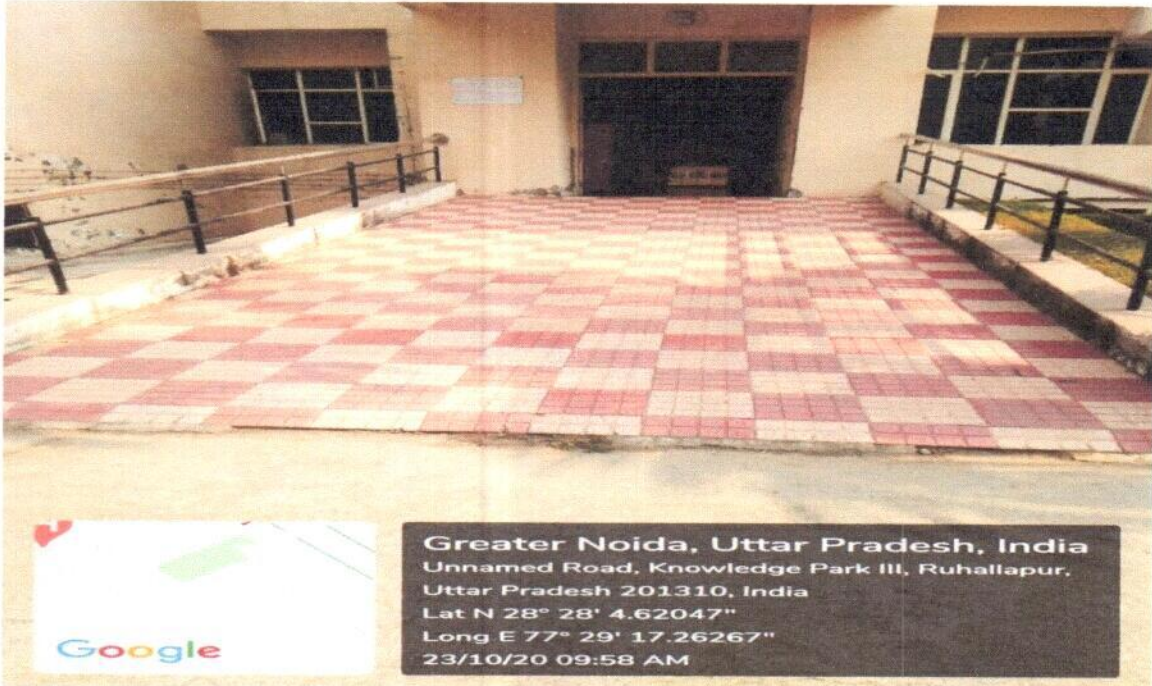
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Knowledge Park III, Greater Noida, Ruhallapur, Uttar Pradesh 201310, India  
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Built Environment with ramps/ lifts for easy access to classrooms:

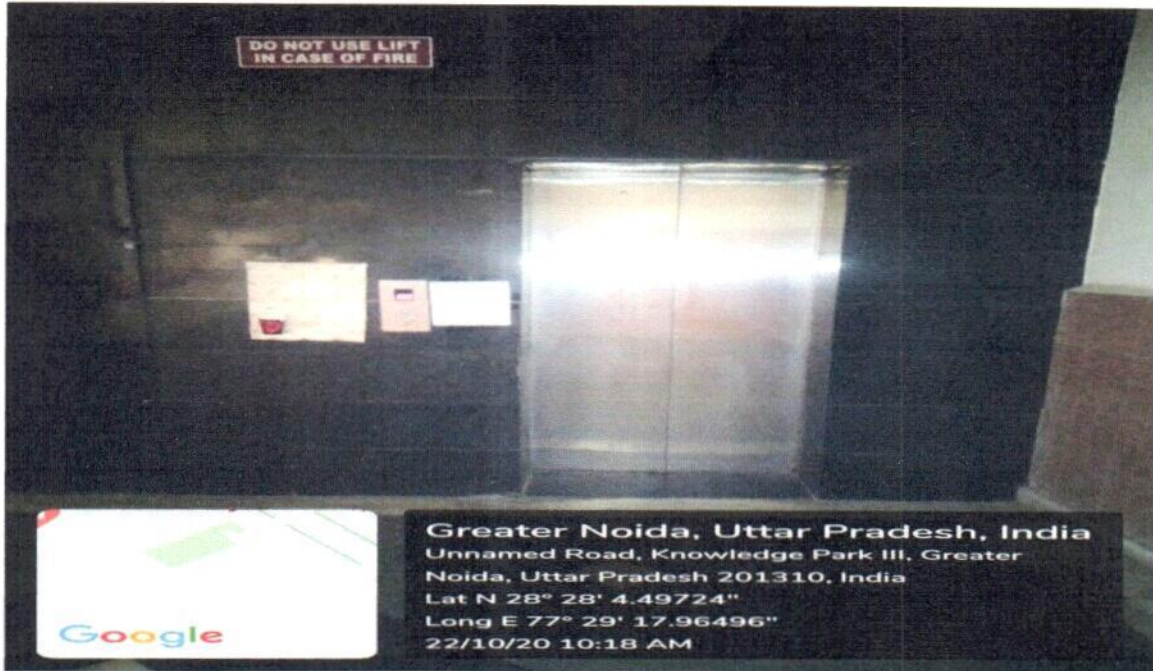


*Rayans*  
Director  
ITS Engineering College  
Greater Noida





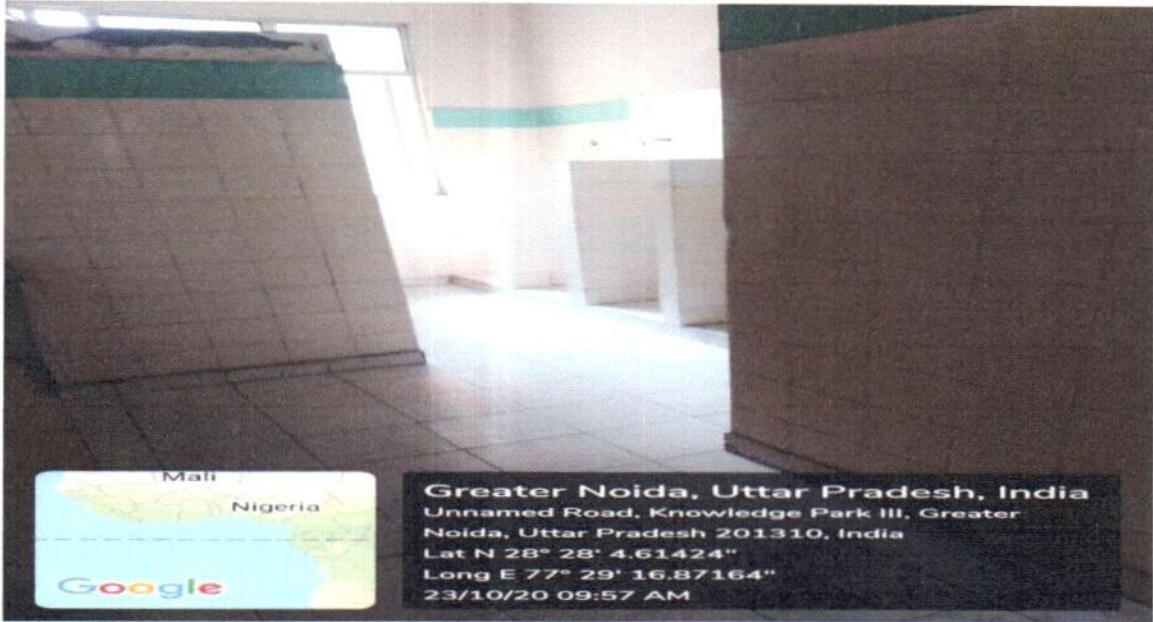
*W. Jayaram*  
Director  
ITS Engineering College  
Greater Noida



Disabled friendly washrooms:



*K. Jayaram*  
Director  
ITS Engineering College  
Greater Noida



### Wheel Chairs:



*K. Jayaram*  
Director  
ITS Engineering College  
Greater Noida

# ASSISTANCE FOR DIVYANGJAN CANDIDATE

**ITS The Education Group**  
Ghaziabad | Since 1995 | Greater Noida

24 YEARS OF EXCELLENCE

64 Campuses | 67 Courses | 24 Years of Experience | 10000+ ALUMNI | 200+ RESEARCH PAPERS

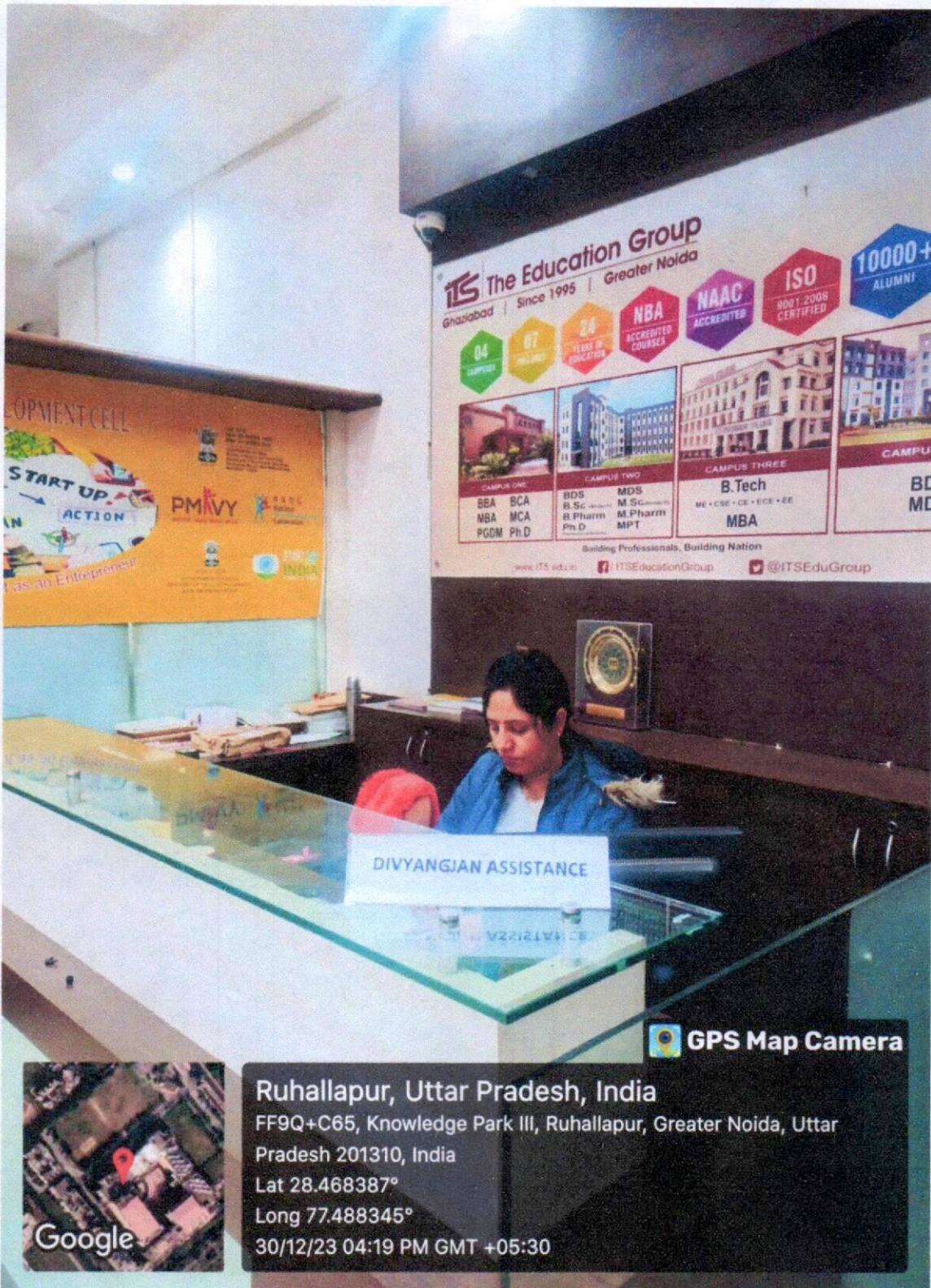
**ACCREDITED** NBA, NAAC, ISO 9001:2008 CERTIFIED

CAMPUS ONE	CAMPUS TWO	CAMPUS THREE	CAMPUS FOUR
BBA, BCA, MBA, MCA, PGDM, Ph.D	BDS, B.Sc, B.Pharm, Ph.D, MDS, M.Sc, M.Pharm, MPT	B.Tech, MCA, M.B.A, M.E, M.T.E, M.EE	BDS, MDS

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www.its.edu.in | ITSEducationGroup | @ITSEduGroup

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FF9Q+C65, Knowledge Park III, Ruhallapur, Greater Noida, Uttar Pradesh 201310, India  
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*Udayan*  
Director  
ITS Engineering College  
Greater Noida



**ITS The Education Group**  
 Ghaziabad | Since 1995 | Greater Noida

04 CAMPUS	07 PROGRAMS	24 YEARS OF EDUCATION	NBA ACCREDITED COURSES	NAAC ACCREDITED	ISO 9001:2008 CERTIFIED	10000+ ALUMNI
CAMPUS ONE BBA BCA MBA MCA PGDM Ph.D		CAMPUS TWO BDS B.Sc B.Pharm Ph.D		CAMPUS THREE MDS M.Sc M.Pharm MPT		CAMPUS FOUR B.Tech ME + CSE + CE + ECE + EE MBA

**DEVELOPMENT CELL**

**START UP ACTION**

PMKVY

As an Entrepreneur

**DIVYANGJAN ASSISTANCE**

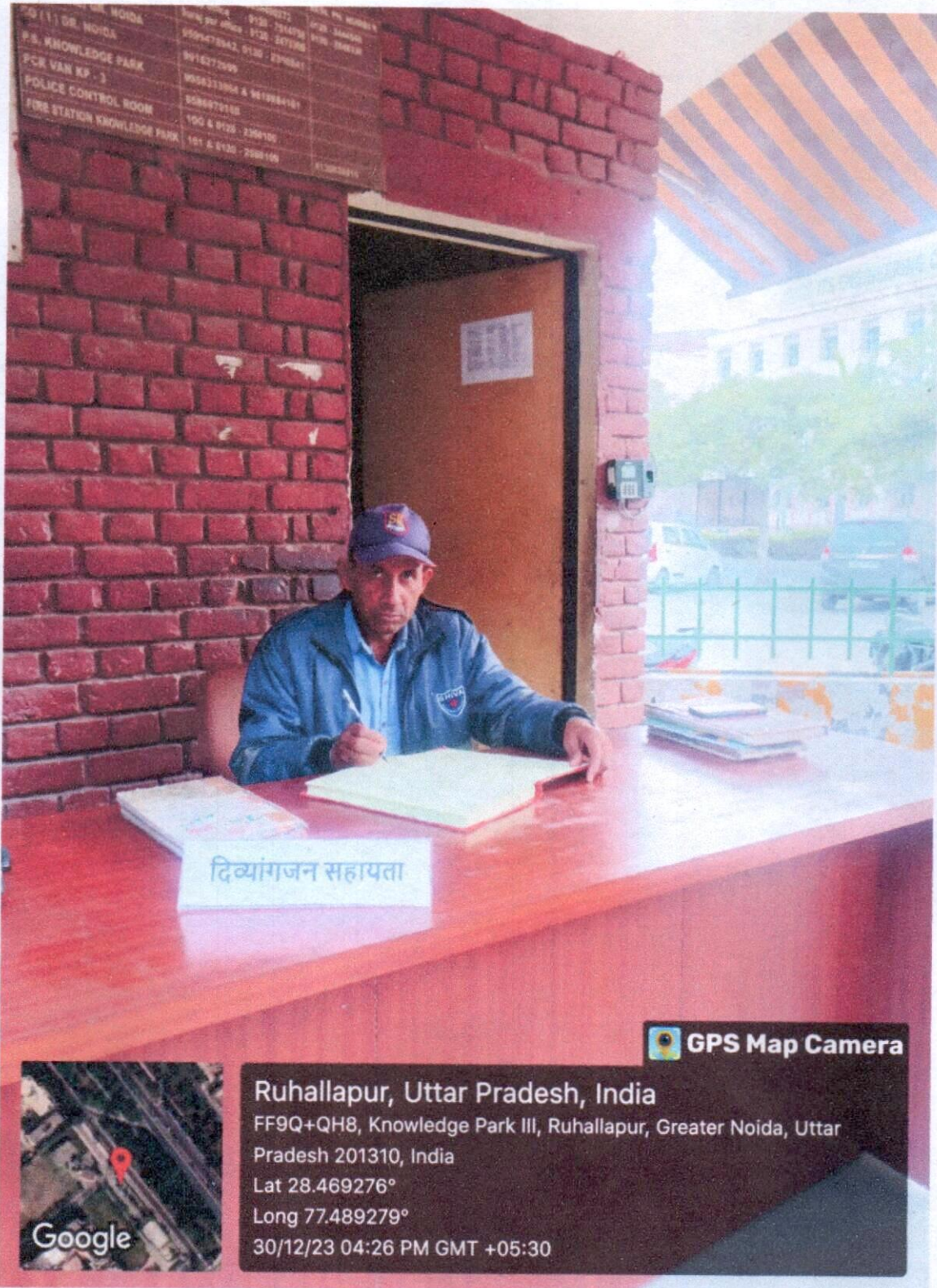
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*Clayton*

Director  
 ITS Engineering College  
 Greater Noida



दिव्यांगजन सहायता

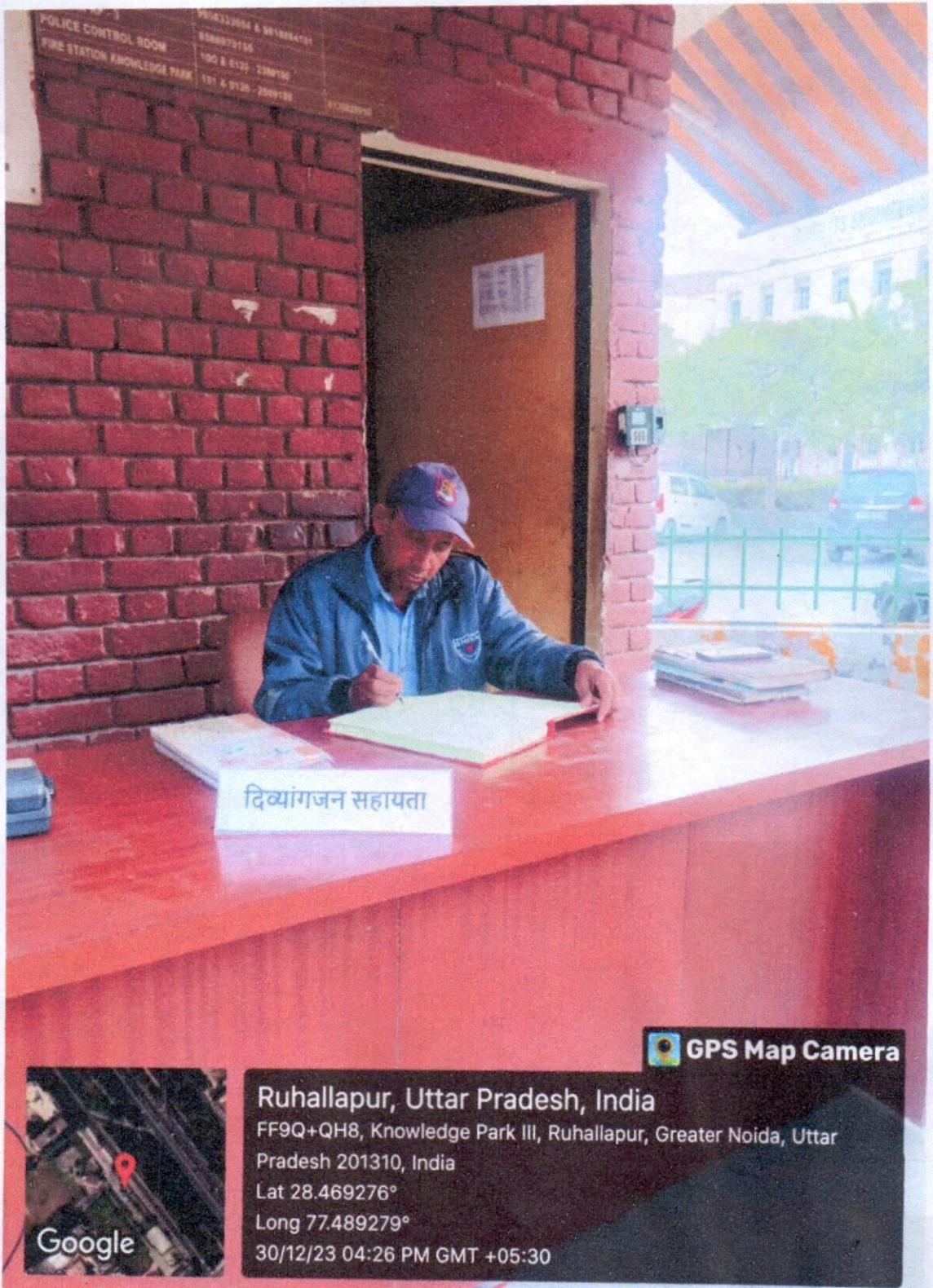
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Long 77.489279°  
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Director  
ITS Engineering College  
Greater Noida



दिव्यांगजन सहायता

GPS Map Camera



Google

Ruhallapur, Uttar Pradesh, India

FF9Q+QH8, Knowledge Park III, Ruhallapur, Greater Noida, Uttar Pradesh 201310, India

Lat 28.469276°

Long 77.489279°

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*Kayansh*

Director  
ITS Engineering College  
Greater Noida



ITS ENGINEERING COLLEGE  
 PLOT NO 46, KNOWLEDGE PARK-3  
 GREATER NOIDA - 201306  
 RENU SHARMA  
 +917838599434

KONE Elevator India Pvt Ltd  
 3rd floor, A – 17 Discovery tower,  
 Sector 62  
 Noida  
 Uttar Pradesh - 201 309  
 Tel: +91 9711375869  
[www.kone.com](http://www.kone.com)

Contact Person:  
 Rakesh Ranjan  
[rakesh.ranjan@kone.com](mailto:rakesh.ranjan@kone.com)  
 30-DEC-2022

Contract No: 0041906263  
 Quotation No: T-0006102317\_1

Your KONE Care™ maintenance

Dear Ms. RENU SHARMA,  
 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

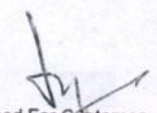
Please don't hesitate to contact me with any questions via [rakesh.ranjan@kone.com](mailto:rakesh.ranjan@kone.com)/ tel : +91 9711375869

The offer is valid for a period of 60 days.

Your sincerely,

KONE Elevator India Pvt Ltd  
 Rakesh Ranjan  
 Assistant Manager - Service Sales  
[rakesh.ranjan@kone.com](mailto:rakesh.ranjan@kone.com)

Signed For KONE  
 T-0006102317\_V1  
 Opp. No: 0013089199

Signed For Customer  
  
**Vinod Chand**  
 Administrator  
 I.T.S. Engineering College  
 Greater Noida



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# KONE Care™ Maintenance Contract

## 1 Parties

**Customer:**

ITS ENGINEERING COLLEGE

PLOT NO 46, KNOWLEDGE PARK-3

GREATER NOIDA  
UTTAR PRADESH  
201306  
India

**Invoicing address:**

ITS ENGINEERING COLLEGE

PLOT NO 46, KNOWLEDGE PARK-3

GREATER NOIDA  
UTTAR PRADESH  
201306

**and contractor:**

KONE Elevator India Pvt Ltd  
3rd floor, A – 17 Discovery tower,  
Sector 62  
Noida  
Uttar Pradesh - 201 309

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**

Default group

**Total**



**Elevators**

**1st year Annual  
value without taxes**

2

Rs. 211,015.98

Rs. 211,015.98

## 3 Summary of the services

### 3.1 Default group Group

Signed For KONE  
T-0006102317\_V1  
Opp. No: 0013089199

Signed For Customer

2(9)



12/4

### 3.1.1 Essential services

#### Services and Options

##### Number of MBM visit on yearly basis

12

##### KONE Customer Care Centre™

24/7 service

##### KONE Modular based maintenance™

Included



Elevators



### 3.1.2 Repair and breakdown services

#### Services and Options

##### 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



Elevators



Signed For KONE  
T-0006102317\_V1  
Opp. No: 0013089199

Signed For Customer

3(9)

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3.1.3 Performance services

**Services and Options**

**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)



Elevators



Signed For KONE  
T-0006102317\_V1  
Opp. No: 0013089199

Signed For Customer

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3.2 General contract information

General contract agreements

Contract start date	01-JAN-2023
Contract end date	31-DEC-2025
Invoicing	Half-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. 211,015.98

Price

Date	Amount, excluding taxes	CGST @ 9.00%	SGST / UTGST @ 9.00%	Amount, including taxes
01-JAN-2023 - 31-DEC-2023	Rs. 211,015.98	Rs. 18,991.44	Rs. 18,991.44	Rs. 248,998.86
01-JAN-2024 - 31-DEC-2024	Rs. 217,346.46	Rs. 19,561.18	Rs. 19,561.18	Rs. 256,468.82
01-JAN-2025 - 31-DEC-2025	Rs. 223,866.85	Rs. 20,148.02	Rs. 20,148.02	Rs. 264,162.89
<b>Total</b>	<b>Rs. 652,229.29</b>	<b>Rs. 58,700.64</b>	<b>Rs. 58,700.64</b>	<b>Rs. 769,630.57</b>

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

Name: Rakesh Ranjan  
 Title : Assistant Manager - Service Sales  
 Date : 05.01.2023

Signed by ITS ENGINEERING COLLEGE

Name : **Vinod Chand**  
 Title : Administrator  
 Email ID :  
 Phone # : I.T.S. Engineering College  
 GST # : Greater Noida

Signed For KONE  
 T-0006102317\_V1  
 Opp. No: 0013089199

Signed For Customer

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Appendix 1: Equipment covered by the contract

Equipment number	Capacity (kg)	No. of landing doors	1st-year annual price without taxes (Rs)
<b>PLOT NO.46 KNOWLEDGE PARK-3 201306 GREATER NOIDA</b>			
<input type="checkbox"/> 40302135	884	6	109,216.17
<input type="checkbox"/> 40185909	680	6	101,799.81

Signed For KONE  
T-0006102317\_V1  
Opp. No: 0013089199

Signed For Customer

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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:

Table with 2 columns: Term, Description. Rows include: Commencement Date, End date, Contract, Equipment, Legislative Requirements, Maintenance Services, Normal Working Hours, Party or Parties, Price.

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.

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.

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 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 KONE T-0006102317\_V1 Opp. No: 0013089199

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Signed For Customer

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**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.

Signed For KONE  
T-0006102317\_V1  
Opp. No: 0013089199

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 Customer

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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-0006102317\_V1  
Opp. No: 0013089199

Signed For Customer

9(9)



ITS ENGINEERING COLLEGE  
PLOT NO 46, KNOWLEDGE PARK-3  
GREATER NOIDA - 201306

RENU SHARMA  
+917838599434

Contract No: 0041625642  
Quotation No: T-0004261964\_3

### Your KONE Care™ maintenance

Dear Ms. RENU SHARMA,  
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 to 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.

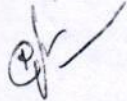
However should you have any questions regarding our proposal, or require any further information, please do not hesitate to contact us

Please don't hesitate to contact me with any questions via [rakesh.ranjan@kone.com](mailto:rakesh.ranjan@kone.com)/ tel : +91 9711375869  
The offer is valid for a period of 60 days.

Your sincerely,

KONE Elevator India Pvt Ltd  
Rakesh Ranjan  
Senior Executive - Service Sales  
[rakesh.ranjan@kone.com](mailto:rakesh.ranjan@kone.com)

Signed For KONE  
T-0004261964\_V3



KONE Elevator India Pvt Ltd  
Plot No A-17, Discovery Tower, Third Floor,  
Sector 62  
,Noida  
Uttar Pradesh - 201309  
Tel: +91 9711375869  
[www.kone.com](http://www.kone.com)

Contact Person:  
Rakesh Ranjan  
[rakesh.ranjan@kone.com](mailto:rakesh.ranjan@kone.com)  
29-DEC-2020

21/01/2021  
100  
Signed For Customer  
**Vinod Chand**  
Administrator  
I.T.S. Engineering College  
Greater Noida

# KONE Care™ Maintenance Contract

## 1 Parties

**Customer:**  
 ITS ENGINEERING COLLEGE  
 PLOT NO 46, KNOWLEDGE PARK-3  
 GREATER NOIDA  
 UTTAR PRADESH  
 201306  
 India

**Invoicing address:**  
 ITS ENGINEERING COLLEGE  
 PLOT NO 46, KNOWLEDGE PARK-3  
 GREATER NOIDA  
 UTTAR PRADESH  
 201306

**and contractor:**  
 KONE Elevator India Pvt Ltd  
 Plot No A-17, Discovery Tower, Third Floor, Sector 62  
 ,Noida  
 Uttar Pradesh - 201309

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	<input type="checkbox"/>	Elevators	Total Price without taxes
Default group		2	INR 195,114.24
<b>Total</b>			<b>INR 195,114.24</b>

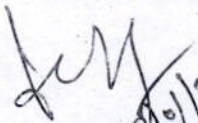
## 3 Summary of the services

### 3.1 Default group Group

#### 3.1.1 Essential services

Services and Options	<input type="checkbox"/>	Elevators
<u>Number of agreed service visits per annum</u>		
10		
<b>KONE Customer Care Centre™</b>		
24/7 service		

Signed For KONE  
 T-0004261964\_V3

  
 Signed For Customer  
**Vinod Chand**  
 Administrator  
 I.T.S. Engineering College  
 Greater Noida

298

98

KONE Modular based maintenance™

Included

3.1.2 Repair and breakdown services

Services and Options

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

3.1.3 Performance services

Services and Options

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)

Signed For KONE  
T-0004261964\_V3

Signed For Customer  
 07/01/2021  
**Vinod Chand**  
 Administrator  
 I.T.S. Engineering College  
 Greater Noida

209  
97

4 General contract information

General contract agreements


Contract start date	01-JAN-2021
Contract end date	31-DEC-2022
Invoicing	Half-yearly in Advance
Payment Terms	Payable Immediately Due net
1st year annual price without taxes	Rs. 195,114.24
CGST @ 9.00%	Rs. 17,560.28
SGST / UTGST @ 9.00%	Rs. 17,560.28
Total price for first year, including applicable taxes	Rs. 230,234.80
Annual Increment on Basic Price	Mutually agreed percentage on previous year's Basic Price

Price	Date	Amount, excluding taxes
	01-JAN-2021 - 31-DEC-2021	INR 195,114.24
	01-JAN-2022 - 31-DEC-2022	INR 204,869.95

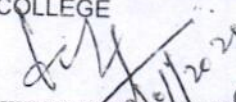
5 The following enclosed Appendices form an integral part of this contract

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

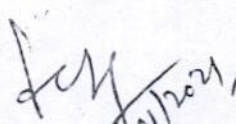
Signed by KONE Elevator India Pvt Ltd

  
 Name: Rakesh Ranjan  
 Title : Senior Executive - Service Sales  
 Date : 08/12/21

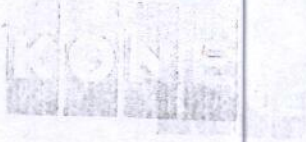
Signed by ITS ENGINEERING COLLEGE

  
 Name : Vinod Chand  
 Title : Administrator  
 Email ID :  
 Phone # :  
 GST # :  
 I.T.S. Engineering College  
 Greater Noida

Signed For KONE  
T-0004261964\_V3

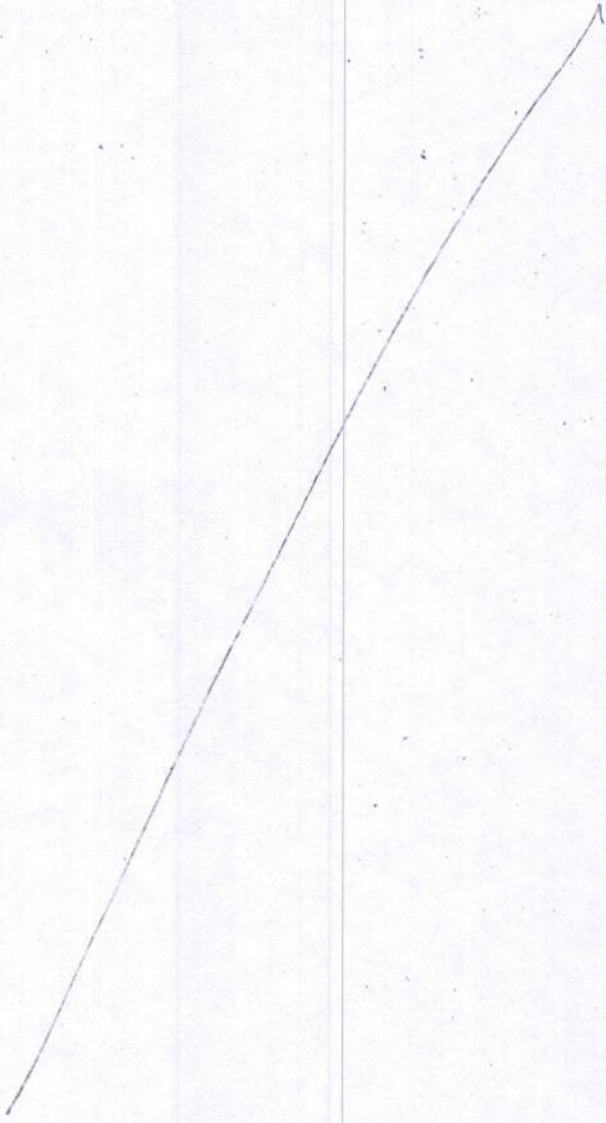
  
 Signed For Customer  
 Administrator  
 I.T.S. Engineering College  
 Greater Noida

206 (96)



Appendix 1: Equipment covered by the contract

Equipment number	Capacity (kg)	No. of landing doors	1st-year annual price without taxes (Rs)
PLOT NO.46 KNOWLEDGE PARK-3 201306 GREATER NOIDA			
<input type="checkbox"/> 40185909	680	6	INR 94,128.36
<input type="checkbox"/> 40302135	864	6	INR 100,985.88



Signed For KONE  
T-0004261964\_V3

07/01/2021  
Signed For Customer  
**Vinod Chand**  
Administrator  
I.T.S. Engineering College  
Ghaziabad, Noida

205  
95

## 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.

Signed For KONE  
T-0004261964\_V3

*[Handwritten signature]*

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.

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

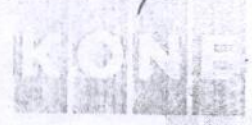
The CUSTOMER shall ensure that two trained persons in the building will be available for emergency rescue of trapped passengers. The CUSTOMER shall nominate two persons by name and designation for intimating breakdowns if any, to KONE with clear understanding that instructions of only such persons will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

*[Handwritten signature]*  
07/11/2021  
Signed For Customer  
**Vinod Chand**  
Administrator  
I.T.S. E...

201  
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**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.

Signed For KONE  
T-00J4261964\_V3

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 Customer  
07/10/2011  
**Vinod Chand**  
Administrator  
I.T.S. Engineering College  
Greater Noida

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.

Signed For KONE  
T-0004261964\_V3

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 Customer

09/11/2021  
Vinod Chand  
Administrator  
I.T.S. Engineering College  
Greater Noida



173  
82

**KONE Care Plus™**

Sold to: ITS ENGINEERING COLLEGE  
PLOT NO 46, KNOWLEDGE  
PARK-3  
GREATER NOIDA  
UTTAR PRADESH  
201306  
India

Invoice to: ITS ENGINEERING COLLEGE  
PLOT NO 46, KNOWLEDGE  
PARK-3  
201306  
GREATER NOIDA

**and contractor:**

KONE Elevator India Pvt Ltd  
Plot No A-17, Discovery Tower, Third Floor, Sector 62  
,Noida  
201309  
Uttar Pradesh

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 1.

General contract agreements	
Contract start date	01-01-2019 ✓
Contract end date	31-12-2020 ✓
Contract term	2 year Contract ✓
Invoicing	Half-Yearly in advance ✓
Payment Terms	Payable immediately Due net ✓

1st-year annual price without taxes (Rs)	Rs. 185,823.00 ✓
CGST @ 9%	Rs 16,724.07 ✓
SGST / UTGST @ 9%	Rs 16,724.07 ✓
Total price for first year, including applicable taxes	Rs 219,271.14 ✓
2 <sup>nd</sup> -year annual price without taxes (Rs)	Rs. 195,114.00 ✓
Annual Increment on Basic Price	Mutually agreed percentage on previous year's Basic Price

Signed by the Customer	Signed by KONE Elevator India Pvt Ltd
------------------------	---------------------------------------

Date	Date
Signature	Signature



olh

Appendices: Appendix 1: Equipment Details  
Appendix 2: Service Description  
Appendix 3: General Conditions of Service Contract for Maintenance Agreement

For KONE Elevator India Pvt Ltd

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Signed For Customer

Pachauri  
Administrator  
ITS Engineering College  
Greater NOIDA

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ITS ENGINEERING COLLEGE  
PLOT NO 46, KNOWLEDGE PARK-3  
GREATER NOIDA  
201306  
India  
Contact person:

KONE Elevator India Pvt Ltd

Plot No A-17, Discovery  
Tower, Third Floor, Sector 62  
,Noida, 201309  
Uttar Pradesh  
Tel:0120-2400893,0120-2400894  
Contact person:Rakesh Ranjan  
Contact person mob:9711375869

Contract No: 40980442

Quotation No. T-0002777630 v1

24.12.2018

**KONE Care™ contract**

Dear

We wish to express our sincere gratitude to you for continuing to be KONE customer.

Your continued patronage has helped us to provide uninterrupted services to KONE Elevators / Escalators in your premises. It has been our endeavor to ensure a safe and comfortable ride for all users of KONE Equipment in your building.

It is quite some time, since we signed the full set of contract documents; hence it is time for us to renew our agreement towards the scope, terms & conditions of the referred Maintenance Contract. Further, the costs of labour and material have seen a substantial upward movement during the last one year. We are forced to pass on a certain portion of the increased cost to continue maintaining our service routines. Accordingly, we propose a nominal increase over the present contract value.

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.

Yours sincerely  
KONE Elevator India Pvt Ltd  
Rakesh Ranjan  
Executive - Service Sales  
rakesh.ranjan@kone.com

D.K. Pachauri  
Signed For Customer Administrator  
I.T.S. Engineering College  
Greater NOIDA  
9/1/19

For KONE Elevator India Pvt Ltd



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### KONE Care Plus™

Sold to: ITS ENGINEERING COLLEGE  
 PLOT NO 46, KNOWLEDGE  
 PARK-3  
 GREATER NOIDA  
 UTTAR PRADESH  
 201306  
 India

Invoice to: ITS ENGINEERING COLLEGE  
 PLOT NO 46, KNOWLEDGE  
 PARK-3  
 201306  
 GREATER NOIDA

#### and contractor:

KONE Elevator India Pvt Ltd  
 Plot No A-17, Discovery Tower, Third Floor, Sector 62  
 ,Noida  
 201309  
 Uttar Pradesh

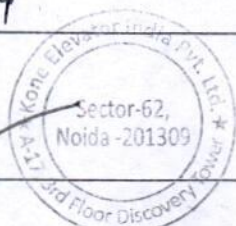
This Contract has been prepared in two identical counterparts, one for each Party. We hereby agree to the General Terms and Conditions as detailed in the Appendix 1.

General contract agreements	
Contract start date	01-01-2019
Contract end date	31-12-2020
Contract term	2 year Contract
Invoicing	Half-Yearly in advance
Payment Terms	Payable immediately Due net

1st-year annual price without taxes (Rs)	Rs. 185,823.00
CGST @ 9%	Rs 16,724.07
SGST / UTGST @ 9%	Rs 16,724.07
Total price for first year, including applicable taxes	Rs 219,271.14
2 <sup>nd</sup> -year annual price without taxes (Rs)	Rs. 195,114.00
Annual Increment on Basic Price	Mutually agreed percentage on previous year's Basic Price

Signed by the Customer	Signed by KONE Elevator India Pvt Ltd
------------------------	---------------------------------------

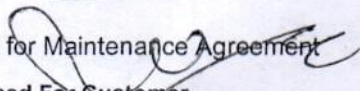
Date 09 Jan 2019	Date 09. 01.19
Signature 	Signature 



Appendices: Appendix 1: Equipment Details  
 Appendix 2: Service Description  
 Appendix 3: General Conditions of Service Contract for Maintenance Agreement

For KONE Elevator India Pvt Ltd

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Signed For Customer  
  
 D.K. Pachauri  
 Administrator  
 I.T.S. Engineering College  
 Greater NOIDA

### Asset List - Equipment Details

The following equipment shall be covered by this contract

Scope of contract: KONE Care Plus™

Equipment type: Elevator

Equipment number	Address	capacity (Kg)	Number of landing doors	1st-year annual price without taxes (Rs)
40185909	PLOT NO.46 KNOWLEDGE PARK-3 GREATER NOIDA 201306	680	6	Rs. 89,646.00
40302135	PLOT NO 46, KNOWLEDGE PARK-3, KNOWLEDGE PARK 3, GREATER NOIDA GREATER NOIDA 201306	884	6	Rs. 96,177.00

### Services Schedule :

Jan - Last week of month  
 Feb - —  
 Mar - —  
 Apr - —  
 May - —  
 Jun - —

Jul - Last week of month  
 Aug - —  
 Sep - —  
 Oct - —  
 Nov - —  
 Dec. - —

For KONE Elevator India Pvt Ltd

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*[Signature]*  
 K Pachauri  
 Administrator  
 I.T.S. Engineering College  
 Greater NOIDA

### Appendix - Service Description

Scope of contract: KONE Care Plus™

Equipment type: Elevator

This contract meets all the relevant requirements of the current statutory regulations.

#### Description of work

KONE Modular based maintenance™

KONE Modular based maintenance™ is KONE's preventive maintenance method. Maintenance activities are done according to equipment specific maintenance plan. Pre-defined maintenance modules include the maintenance actions for each main component of the equipment.

KONE Customer Care Centre™

KONE Customer Care Center is a 24/7 helpdesk for reporting technical failures and faults in the elevators, escalators and doors or for requests of other assistance on site. KONE Customer Care Center can be easily accessed through one national phone number.

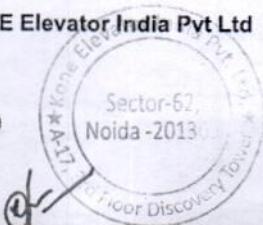
KONE Customer Care Center personnel answer to service requests and dispatch KONE technicians to perform the Call-Out and Entrapment Rescue Services. Service requests for non-urgent Service Repair work is assigned to KONE field operations.

Call-out service

Call-out Service is designed to solve unexpected equipment failure, equipment stoppage or erratic operation, requiring immediate attention of a KONE Technician. Response Times are committed by KONE under mutual consent with customer.

Agreed Maintenance Times

Maintenance carried out during normal working hours (Monday - Saturday 08:30 - 17:30)



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
"Contract"	The contract entered into between KONE and the CUSTOMER regarding the provision of Maintenance Services
"Contract Duration Period"	The duration period of the Contract as set out in the Contract.
"Equipment"	The elevators 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 MAINTENANCE 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 (but not less than 12 (Twelve) times per annum), 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.

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.

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 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 m/c 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.

4. PAYMENT AND ADJUSTMENT OF PRICE

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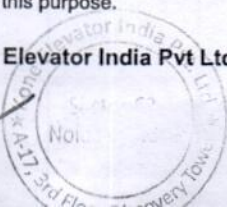
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For KONE Elevator India Pvt Ltd

Signed For Customer

D K Puri  
Administrator

I.T.S. Engineering College  
Greater NOIDA



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Unless otherwise stipulated in the Contract, the Price is due annually in advance by means of cheque / DD shall be settled against submission of pro-forma invoice OR within 5 days from receipt of the invoice by the CUSTOMER. The Price is exclusive of Taxes as applicable. 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 decision, rule 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. 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 6.

a) Refinishing, repair or replacement of following components are out side the scope of this contract:

- I. Elevator car enclosure
- II. Elevator car and landing door panels / gates
- III. Bulbs (including indicator bulbs, fluorescent tubes) and alarm bell/buzzer
- IV. Cabin fans
- V. Incoming Electrical wiring up to main switches in the m/c room
- VI. Main switches in the m/c room
- VII. Dry cells , batteries & LCDs.
- VIII. 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 .
- IX. Decorative items including mirror and hand rail

b) 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, 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. PROPERTY 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.

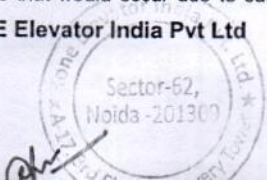
**10. TERMINATION OF CONTRACT**

The Contract shall remain in force for the Contract Duration Period, unless cancelled in writing by either party ninety (90) days 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.

For KONE Elevator India Pvt Ltd

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Signed For Customer  
*[Signature]*  
Administrator  
I.T.S. Engineering College  
Greater NOIDA

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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 sole jurisdiction over any disputes between the Parties relating to the Contract. and the Provisions of the Arbitration & Conciliation Act 1996 shall be applicable to such Arbitration.

**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

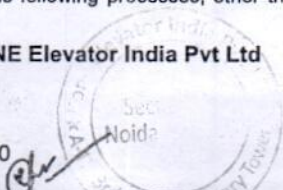
they have been trained by KONE. This training shall be valid only for the validity of this contract.

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 order 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 Customer  
*[Signature]*  
Administrator  
I.T.S. Engineering College