

MAINTENANCE AGREEMENT FOR FUJITEC ELEVATORS

Type: Fujitec Royal care (All parts inclusive comprehensive contracts)

CONTRACT NO: IN000438/729

DATE: 29-07-2024

THIS AGREEMENT is made by and between

FUJITEC INDIA PRIVATE LIMITED, a private company duly incorporated under the Companies Act, 1956 having its registered office at Plot No. 52, Eighth Avenue, Domestic Tariff Area, Mahindra World City, Chengalpattu, Kancheepuram (Dist) - 603004 (Hereinafter, referred to as Fujitec).

AND

M/s GAUR ATULYAM APARTMENT OWNERS ASSOCIATION, having its registered address at GH-01A, GAUR ATULYAM, OMICRON 1, GREATE NOIDA, Gautam Buddha Nagar, Uttar Pradesh 201310. (Hereinafter, referred to as the "customer")

The above are individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS Fujitec has been engaged in the business of manufacturing and sale of elevators, escalators and moving walks including service and maintenance thereof to the customers / clients.

WHEREAS M/s GAUR ATULYAM APARTMENT OWNERS ASSOCIATION, having its registered address at GH-01A, GAUR ATULYAM, OMICRON 1, GREATE NOIDA, Gautam Buddha Nagar, Uttar Pradesh 201310 Acquired Fujitec equipment's, which has been installed in the premises as detailed below in Annexure A

WHEREAS Fujitec has agreed to carry out Maintenance on the equipment located at the building premises in accordance with the commencement and conclusion date, terms - conditions and payment as detailed hereunder in this Agreement:

Contract Particulars:

Contract START date	:	01-07-2024
Contract END date	:	30-06-2026
Payment terms	:	Quarterly in advance
Customer GST Number	:	09AAHAG0124F1Z4

Annexures:

Equipment details and price	(Annexure A).
Terms and conditions	(Annexure B).
Exclusions	(Annexure C).

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

For and on Behalf of
Fujitec India Private Ltd.,



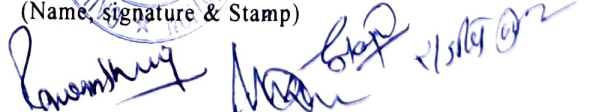
(Idrak Ali)

Authorized Representative.

For and on Behalf of
M/s GAUR ATULYAM APARTMENT OWNERS ASSOCIATION



(Name, signature & Stamp)



ANNEXURE A
EQUIPMENT DETAILS & PRICE

Building Premises Details:

Building Name : **M/s GAUR ATULYAM APARTMENT OWNERS ASSOCIATION**
 Building Address : **Gaur Atulyam, GH-04, Sector- Omicron 1, Greater Noida
Uttar Pradesh India.**
 Contact Person : **Mr. Satyapal**
 Contact Number : **+91 9810229032, +91 9899302392**
 Email Id : **satyapal@gauratulyam.com,
preetam.kumar@gauratulyam.com**

Equipment details and price:

S. No.	UNIT NO	Project Name	Contract Start Date	Contract End Date	No of Days	Per Day Amount	AMC price
1	IN000438L001	Gaur Atulyam	1-Jul-2024	31-March-2025	274	247	67678
			1-Apr-2025	31-Mar-2026	365	262	95630
			1-Apr-2026	30-Jun-2026	91	280	25480
2	IN000438L002	Gaur Atulyam	1-Jul-2024	31-March-2025	274	261	71514
			1-Apr-2025	31-Mar-2026	365	277	101105
			1-Apr-2026	30-Jun-2026	91	296	26936
3	IN000438L003	Gaur Atulyam	1-Jul-2024	31-March-2025	274	263	72062
			1-Apr-2025	31-Mar-2026	365	279	101835
			1-Apr-2026	30-Jun-2026	91	299	27209
4	IN000438L004	Gaur Atulyam	1-Jul-2024	31-March-2025	274	216	59184
			1-Apr-2025	31-Mar-2026	365	229	83585
			1-Apr-2026	30-Jun-2026	91	245	22295
5	IN000438L005	Gaur Atulyam	1-Jul-2024	31-March-2025	274	240	65760
			1-Apr-2025	31-Mar-2026	365	254	92710
			1-Apr-2026	30-Jun-2026	91	272	24752
6	IN000438L006	Gaur Atulyam	1-Jul-2024	31-March-2025	274	240	65760
			1-Apr-2025	31-Mar-2026	365	254	92710
			1-Apr-2026	30-Jun-2026	91	272	24752

For and on Behalf of
Fujitec India Private Ltd.,



(Idrak Ali)
Authorized Representative.

For and on Behalf of
M/s GAUR ATULYAM APARTMENT OWNERS ASSOCIATION



(Name, signature & Stamp)

[Handwritten signatures and names in blue ink]

7	IN000438L007	Gaur Atulyam	1-Jul-2024	31-March-2025	274	249	68226
			1-Apr-2025	31-Mar-2026	365	265	96725
			1-Apr-2026	30-Jun-2026	91	284	25844
8	IN000438L008	Gaur Atulyam	1-Jul-2024	31-March-2025	274	263	72062
			1-Apr-2025	31-Mar-2026	365	279	101835
			1-Apr-2026	30-Jun-2026	91	299	27209
9	IN000438L009	Gaur Atulyam	1-Jul-2024	31-March-2025	274	265	72610
			1-Apr-2025	31-Mar-2026	365	281	102565
			1-Apr-2026	30-Jun-2026	91	301	27391
10	IN000438L010	Gaur Atulyam	1-Jul-2024	31-March-2025	274	246	67404
			1-Apr-2025	31-Mar-2026	365	261	95265
			1-Apr-2026	30-Jun-2026	91	279	25389
11	IN000438L011	Gaur Atulyam	1-Jul-2024	31-March-2025	274	261	71514
			1-Apr-2025	31-Mar-2026	365	277	101105
			1-Apr-2026	30-Jun-2026	91	296	26936
12	IN000438L012	Gaur Atulyam	1-Jul-2024	31-March-2025	274	257	70418
			1-Apr-2025	31-Mar-2026	365	272	99280
			1-Apr-2026	30-Jun-2026	91	291	26481
13	IN000438L013	Gaur Atulyam	1-Jul-2024	31-March-2025	274	240	65760
			1-Apr-2025	31-Mar-2026	365	255	93075
			1-Apr-2026	30-Jun-2026	91	273	24843
14	IN000438L016	Gaur Atulyam	1-Jul-2024	31-March-2025	274	247	67678
			1-Apr-2025	31-Mar-2026	365	262	95630
			1-Apr-2026	30-Jun-2026	91	280	25480
15	IN000438L017	Gaur Atulyam	1-Jul-2024	31-March-2025	274	256	70144
			1-Apr-2025	31-Mar-2026	365	271	98915
			1-Apr-2026	30-Jun-2026	91	290	26390
16	IN000438L018	Gaur Atulyam	1-Jul-2024	31-March-2025	274	263	72062
			1-Apr-2025	31-Mar-2026	365	279	101835
			1-Apr-2026	30-Jun-2026	91	282	25662
17	IN000438L019	Gaur Atulyam	1-Jul-2024	31-March-2025	274	242	66308
			1-Apr-2025	31-Mar-2026	365	257	93805
			1-Apr-2026	30-Jun-2026	91	275	25025
18	IN000438L020	Gaur Atulyam	1-Jul-2024	31-March-2025	274	255	69870
			1-Apr-2025	31-Mar-2026	365	271	98915
			1-Apr-2026	30-Jun-2026	91	290	26390

For and on Behalf of
Fujitec India Private Ltd.,



(Idrak Ali)

Authorized Representative.

For and on Behalf of

M/s GAUR ATULYAM APARTMENT OWNERS ASSOCIATION



(Name, signature & Stamp)

7	IN000438L007	Gaur Atulyam	1-Jul-2024	31-March-2025	274	249	68226
			1-Apr-2025	31-Mar-2026	365	265	96725
			1-Apr-2026	30-Jun-2026	91	284	25844
8	IN000438L008	Gaur Atulyam	1-Jul-2024	31-March-2025	274	263	72062
			1-Apr-2025	31-Mar-2026	365	279	101835
			1-Apr-2026	30-Jun-2026	91	299	27209
9	IN000438L009	Gaur Atulyam	1-Jul-2024	31-March-2025	274	265	72610
			1-Apr-2025	31-Mar-2026	365	281	102565
			1-Apr-2026	30-Jun-2026	91	301	27391
10	IN000438L010	Gaur Atulyam	1-Jul-2024	31-March-2025	274	246	67404
			1-Apr-2025	31-Mar-2026	365	261	95265
			1-Apr-2026	30-Jun-2026	91	279	25389
11	IN000438L011	Gaur Atulyam	1-Jul-2024	31-March-2025	274	261	71514
			1-Apr-2025	31-Mar-2026	365	277	101105
			1-Apr-2026	30-Jun-2026	91	296	26936
12	IN000438L012	Gaur Atulyam	1-Jul-2024	31-March-2025	274	257	70418
			1-Apr-2025	31-Mar-2026	365	272	99280
			1-Apr-2026	30-Jun-2026	91	291	26481
13	IN000438L013	Gaur Atulyam	1-Jul-2024	31-March-2025	274	240	65760
			1-Apr-2025	31-Mar-2026	365	255	93075
			1-Apr-2026	30-Jun-2026	91	273	24843
14	IN000438L016	Gaur Atulyam	1-Jul-2024	31-March-2025	274	247	67678
			1-Apr-2025	31-Mar-2026	365	262	95630
			1-Apr-2026	30-Jun-2026	91	280	25480
15	IN000438L017	Gaur Atulyam	1-Jul-2024	31-March-2025	274	256	70144
			1-Apr-2025	31-Mar-2026	365	271	98915
			1-Apr-2026	30-Jun-2026	91	290	26390
16	IN000438L018	Gaur Atulyam	1-Jul-2024	31-March-2025	274	263	72062
			1-Apr-2025	31-Mar-2026	365	279	101835
			1-Apr-2026	30-Jun-2026	91	282	25662
17	IN000438L019	Gaur Atulyam	1-Jul-2024	31-March-2025	274	242	66308
			1-Apr-2025	31-Mar-2026	365	257	93805
			1-Apr-2026	30-Jun-2026	91	275	25025
18	IN000438L020	Gaur Atulyam	1-Jul-2024	31-March-2025	274	255	69870
			1-Apr-2025	31-Mar-2026	365	271	98915
			1-Apr-2026	30-Jun-2026	91	290	26390

For and on Behalf of
Fujitec India Private Ltd.,



(Idrak Ali)
Authorized Representative.

For and on Behalf of
M/s GAUR ATULYAM APARTMENT OWNERS ASSOCIATION



(Name, signature & Stamp)

[Handwritten signatures and initials over the stamp]

19	IN000438L021	Gaur Atulyam	1-Jul-2024	31-March-2025	274	254	69596
			1-Apr-2025	31-Mar-2026	365	268	97820
			1-Apr-2026	30-Jun-2026	91	287	26117
20	IN000438L022	Gaur Atulyam	1-Jul-2024	31-March-2025	274	244	66856
			1-Apr-2025	31-Mar-2026	365	259	94535
			1-Apr-2026	30-Jun-2026	91	277	25207
21	IN000438L023	Gaur Atulyam	1-Jul-2024	31-March-2025	274	258	70692
			1-Apr-2025	31-Mar-2026	365	274	100010
			1-Apr-2026	30-Jun-2026	91	293	26663
22	IN000438L024	Gaur Atulyam	1-Jul-2024	31-March-2025	274	259	70966
			1-Apr-2025	31-Mar-2026	365	275	100375
			1-Apr-2026	30-Jun-2026	91	294	26754
23	IN000438L026	Gaur Atulyam	1-Jul-2024	31-March-2025	274	263	72062
			1-Apr-2025	31-Mar-2026	365	279	101835
			1-Apr-2026	30-Jun-2026	91	299	27209
24	IN000438L027	Gaur Atulyam	1-Jul-2024	31-March-2025	274	263	72062
			1-Apr-2025	31-Mar-2026	365	279	101835
			1-Apr-2026	30-Jun-2026	91	299	27209
25	IN000438L014	Gaur Atulyam	1-Jul-2024	31-March-2025	274	258	70692
			1-Apr-2025	31-Mar-2026	365	247	90155
			1-Apr-2026	30-Jun-2026	91	264	24024
26	IN000438L015	Gaur Atulyam	1-Jul-2024	31-March-2025	274	250	68500
			1-Apr-2025	31-Mar-2026	365	266	97090
			1-Apr-2026	30-Jun-2026	91	285	25935
27	IN000438L025	Gaur Atulyam	1-Jul-2024	31-March-2025	274	238	65212
			1-Apr-2025	31-Mar-2026	365	252	91980
			1-Apr-2026	30-Jun-2026	91	270	24570
28	IN000438L030	Gaur Atulyam	1-Jul-2024	31-March-2025	274	249	68226
			1-Apr-2025	31-Mar-2026	365	265	96725
			1-Apr-2026	30-Jun-2026	91	284	25844
29	IN000438L029	Gaur Atulyam	1-Jul-2024	31-March-2025	274	248	67952
			1-Apr-2025	31-Mar-2026	365	263	95995
			1-Apr-2026	30-Jun-2026	91	281	25571
30	IN000438L028	Gaur Atulyam	1-Jul-2024	31-March-2025	274	231	63294
			1-Apr-2025	31-Mar-2026	365	245	89425
			1-Apr-2026	30-Jun-2026	91	262	23842

For and on Behalf of
Fujitec India Private Ltd.,



(Idrak Ali)
Authorized Representative.

For and on Behalf of
M/s GAUR ATULYAM APARTMENT OWNERS ASSOCIATION



(Name) signature & Stamp

Handwritten signatures and stamps of the association members.

31	IN000729L002	Gaur Atulyam Commercial	1-Jul-2024	31-March-2025	274	181	49594
			1-Apr-2025	31-Mar-2026	365	192	70080
			1-Apr-2026	30-Jun-2026	91	205	18655
Total							58,78,167
18% GST Extra							

Price Details:

The price for the service described in this contract is

INR sub-total (Exclusive of taxes): **Rs /- 58,78,167**

In words : **Rupees Fifty Eight Lakhs Seventy Eight Thousand One Hundred and Sixty Seven Only.**

Plus, the Prevailing applicable taxes as per law shall be collected at the time of billing.

For and on Behalf of
Fujitec India Private Ltd.,



(Idrak Ali)
Authorized Representative.

For and on Behalf of
M/s GAUR ATULYAM APARTMENT OWNERS ASSOCIATION



(Name, signature & Stamp)

ANNEXURE B:
TERMS & CONDITIONS

1. The Service

- 1.1 This Agreement / Contract is for maintenance of the Equipment contained in Annexure A.
- 1.2 FUJITEC shall dispatch during regular working Hours (Mondays to Saturdays, 9:00 hrs. to 18:00 hrs. except Public Holidays), use trained and appropriately skilled personnel and or technicians which it directly employs and supervises. They will be qualified to keep the equipment properly adjusted and use all reasonable care to maintain the equipment in efficient, reliable, and safe operating condition.
- 1.3 Such service technicians shall visit the building premises and inspect the Equipment and check its operations at monthly intervals in accordance with the date of this agreement.
- 1.4 Clean, adjust, top up oil & grease parts of the Equipment as required to maintain the performance of the Equipment as close as possible as it was first installed.
- 1.5 Report and make recommendations (as may be required) to the customer for any parts repair or replacement as deem necessary.

2. SUPPLY OF SPARE PARTS

- 2.1 FUJITEC shall provide and or supply any parts, materials, or components to service, maintain or repair the Equipment using its best endeavors and necessary for the performance of their obligations hereunder. In the event that any parts, materials, components, or assemblies are no longer available as the same have become obsolete, FUJITEC in its discretion may at customers costs procure such replacement parts, materials, components, or assemblies (as the case may be) which in its opinion is necessary to improve the performance of the Equipment.
- 2.2 FUJITEC shall not at any time assume or be deemed to have assumed possession of any Equipment or any part of it unless removed from customers premises for repair or replacement with the written consent of the customer.
- 2.3 FUJITEC shall assume or be deemed to have assumed possession of all the 'Defective' PCB (Boards) Equipment or any part of it in the course of such service / maintenance.
- 2.4 Exclusion of parts in Fujitec scope which will have to be paid by the customer to put back the elevator into service as per Annexure C.

3. CALL BACKS

3.1 Chargeable call Backs:

Fujitec reserves the right to charge the customer for call backs (inclusive of nuisance Call backs) when such call backs are the result of negligence or misuse of the equipment or by reason of any cause which is beyond Fujitec Control.

3.2 Emergency Call Back Services

FUJITEC shall provide Emergency Callback Service at any time between regular examinations upon the request of the customer to trouble shoot the Equipment. Such service shall require FUJITEC to:

- a. Dispatch as soon as reasonably and practically possible, a trained person to attend to any breakdown of the Equipment.
- b. Use its best endeavors to restore the Equipment to operational service without charge, provided always that such restoration would not involve the repair or replacement of parts that arises from misuse or the negligence of any party (other than FUJITEC, their employees, or servants).
- c. Where any repair or replacement is required during the Emergency Call Back Service, such services will be rendered during regular working hours.

4. PAYMENT

- 4.1 The customer shall pay Fujitec their dues for the services to be rendered in advance. Any payments for the invoice submitted by Fujitec must be settled within 15 days. All amounts not paid when due shall bear interest at 18% from the expiry of 15 days from when such payment became due.
- 4.2 If the client does not have sufficient funds to pay the charges, then Fujitec may at its absolute discretion, suspend the provision of service until the customer has paid all areas of charges in full.

5. Contract validity

This contract is valid for the period mentioned under "contract particulars" on page one of this contract document. Upon expiry of this contract document. Upon expiry of this period, the contract shall have to be renewed for the period with the revised price, terms, and conditions etc.

For and on Behalf of
Fujitec India Private Ltd.,
(Signature)
(Idrak Ali)
Authorized Representative.

ROYAL CARE

M/s GAUR ATULYAM APARTMENT OWNERS ASSOCIATION

For and on Behalf of
Authorized Signatories
(Name, signature & Stamp)

(Signatures)
21/06/20

6. TAXES

The price in this agreement is Exclusive of taxes. The customer shall pay, in addition to the contract price, any tax imposed upon it by any existing or future law and the amount of any tax imposed upon FUJITEC, its suppliers or THE CUSTOMER under the statute, court decision, rule or regulation becoming effective after the date of this agreement which is based upon or incident to the transfer, use, ownership or possession of the materials or equipment involved in the performance hereof or the service rendered.

7. CHANGE OF OWNERSHIP

7.1 If the true and beneficial ownership of the Equipment or of the Premises has changed the Customer shall effect an assignment of this Agreement to the new owner (subject to acceptance by Fujitec) and shall otherwise cooperate with Fujitec to facilitate a continuity of service to the new owner.

7.2 If the Customer fails to secure an assignment of this Agreement in accordance with the provisions of sub-clause (6.1) hereof, the Customer will continue to be liable for all fees and charges that may fall due to Fujitec under the terms of this Agreement for the full term of this Agreement and/or any rollover thereof in accordance with the provisions of clause 7 hereof.

8. Termination:

8.1 Subject to the succeeding sub-clauses, this Agreement commences on the date specified in clause II "contract start date" in page 1 and remains in force till the date specified in "contract END date" mentioned there in.


8.2 Should either party wish to terminate this agreement, they must give notice three months prior to the end of "contract END date". The termination shall then be effective as at the end of either the initial or any subsequent term, dependent on which is next to elapse.

8.3 Fujitec's RIGHT OF TERMINATION.

Fujitec shall be entitled to terminate this agreement forthwith in any of the following events and Fujitec liability hereunder shall, therefore, cease

- a. Where the legal and beneficial ownership of the building has changed
- b. Where, in Fujitec opinion, THE EQUIPMENT is or has been subjected to unreasonable use.
- c. Where Fujitec is prevented from performing any

For and on Behalf of
Fujitec India Private Ltd.


(Idrak Ali)
Authorized Representative.

- d. obligation under this agreement by any cause outside its control
- d. Where, in Fujitec opinion there is a material change in the original intent of the usage of THE EQUIPMENT or in the function or character of the building
- e. Where, without Fujitec consent, any work upon THE EQUIPMENT within this scope of agreement is undertaken by anyone other than Fujitec employee or authorized representatives
- f. Where THE CUSTOMER refuse or fails to carry out work or replacement falling as listed in Annexure C of this agreement, within a reasonable period of time, after written notice from Fujitec that such work or replacement is necessary
- g. Failure by THE CUSTOMER to pay any monies due under this agreement within thirty (30) days of their becoming due.
- h. If THE CUSTOMER fails, or if there is filed against THE CUSTOMER, a petition in bankruptcy, or being a corporation, enters liquidation whether compulsory or voluntary (other than for the purpose of amalgamation or reconstruction) or compound with creditors generally or takes or suffer any similar action in consequence of debt or becomes unable to pay debts as they fall due.

8.4 THE CUSTOMERS RIGHT OF TERMINATION.

THE CUSTOMER shall be entitled to terminate this agreement forthwith by giving Fujitec ninety (90) days' notice in writing in either of the following events and Fujitec responsibilities and entitlements under this agreement shall cease forthwith

- a. Where the building is vacated
- b. Where THE CUSTOMER furnishes proof that there has been a change in the legal and beneficial ownership of the building.

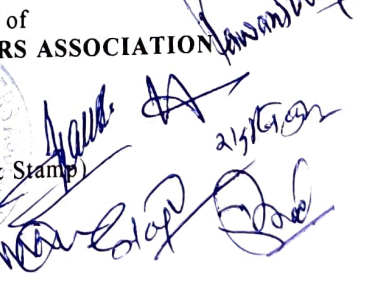

8.5 EFFECTS OF TERMINATION.

- a. Charges for the work done up to the date of termination, will become due for payment immediately. And if such amount is not paid within 15 days from the date of demand, will carry interest @18%.
- b. Legal liability, on maintenance of the equipment, will cease immediately and Fujitec will not be responsible from the date of termination for any incident/mishap on the equipment.

9. Representatives & Warranties

9.1 Fujitec Represents and warrants that:

For and on Behalf of
M/s GAUR ATULYAM APARTMENT OWNERS ASSOCIATION


(Name, signature & Stamp)


- a. It will perform the services with reasonable care and skill and
- b. The products and services and other parts including spare parts provided by the service provider to the customer under this agreement are not defective and will not infringe or violate any intellectual property rights or other right of any third party.

9.2 The Customer represents and warrants that:

- a. Will pay to the relevant authorities all Sums, which may be required to be paid under the provisions of any Law, Regulation or By-laws for the use or operation of the Equipment
- b. Will pay at Least ninety (90) days prior to the expiry of this Agreement and other charges as provided in this agreement on their due dates.
- c. Shall immediately notify FUJITEC upon the discovery of any damage, anomaly, or malfunction in respect of the Equipment and or its operation.
- d. Will be legally responsible to report all the incidents & accidents - whether minor OR major, immediately within 24 hours, or within such reasonable time, in writing to statutory authorities, whenever applicable and to FUJITEC without any exception.
- e. Shall not permit or allow any person whatsoever (other than the persons duly Authorized by FUJITEC) to do any work whatsoever on the Equipment or any part thereof without first having obtained the written consent from FUJITEC.
- f. In the interest of safety of the equipment and its users The customer shall not direct or permit the repair, alteration, replacement or any interference with any of the equipment or any part thereof, of any items specified herein, by any person or organization other than FUJITEC, Its employees or contractors, without FUJITEC prior consent, Such consent will not be unreasonably withheld by FUJITEC.
- g. Shall permit FUJITEC, its duly authorized employees, technician, servants, or employees to enter its premises at all reasonable times to enable them to carry out the services or work as required in this Agreement.
- h. Shall provide adequate and safe access to work areas, lighting to passageways and work areas.

10. Force Majeure

Under no circumstances shall either of us be liable for any loss, damage or delay due to any cause beyond your/our reasonable control, including but

For and on Behalf of
Fujitec India Private Ltd.

(Signature)

(Idrak Ali)

Authorized Representative.

not limited to lack of shipping space, embargoes, acts of any Government, strikes, lockouts, fire, accidents, explosion, flood, riots, civil commotion, war, malicious mischief, delays in supplies of raw materials and components at our Works due to any or all the reasons, such as energy crisis, electricity cut, rail/road transporter's strike, go-slow, bandhs, non-availability of essential raw materials (iron and steel, pig iron, aluminum, copper, silver, brass, stainless steel, various alloys, electrical grade steel, etc.), act of God or of the State's enemies, or act of third party. Delay resulting from any cause beyond your/our reasonable control shall extend the time for completion of the work. If for any such reasons, we are unable to service the equipment covered by this contract, we may at our option, cancel the contract without being liable to pay any damages or compensation. Under no circumstances, shall either of us be liable for special, indirect, or consequential loss or damages of any kind.

11. Limitation of Liabilities

11.1 FUJITEC will not be liable for any loss or damage for the customer's property or for bodily injury or death to any persons unless such loss damage or injury is caused by the negligence of FUJITEC, its service technicians, employees, or servants. Fujitec's liability (if any) shall be limited to such loss or damage arising directly as a Consequence of its breach and shall in no circumstances extend to any indirect or Consequential damages.

- a. Fujitec's liability to the Customer in respect of loss or damage to the Equipment, the building or other property of the Customer is also limited to loss or damage which is the direct and foreseeable result of a negligent act or omission by Fujitec or its personnel. In ascertaining whether an act or omission was negligent, regard must be had to the urgency of the service or work, site conditions and constraints, the amount charged for the service or work, the record of prior maintenance, Customer default history and warnings and notices provided to the Customer and others.
- b. In no event or circumstance will Fujitec have any liability for indirect, consequential, or special loss or damage of any sort howsoever caused.
- c. Fujitec shall have no liability to the Customer except as expressly allowed by this Clause.
- d. The Customer indemnifies Fujitec against any loss, damage to Fujitec's property, injury, illness, or death to Fujitec's personnel to the extent caused or contributed to by the Customer, personnel of the Customer and persons under the authority or

For and on Behalf of
M/s GAUR ATULYAM APARTMENT OWNERS ASSOCIATION



(Name, signature & Stamp)

(Signatures)

control of the Customer.

12. ARBITRATION

Except where it has been provided otherwise, any Dispute or difference arising out of or in connection With the present agreement between the parties Including any dispute or difference relating to the Interpretation of the agreement or any clause Thereof shall be referred to arbitration in the Manner provided by the provisions of the Arbitration and Conciliation Act, 1996 and rules thereunder and any amendment thereto from time to time shall apply. The award of the arbitrator shall be final, conclusive, and binding on all the parties. The arbitrator shall be competent to decide whether any matter of dispute or difference referred to him falls within purview of arbitration as provided for above and / or for any matter relating to Arbitration under the Arbitration and Conciliation Act, 1996 including any amendments thereto.

13. Whole Agreement

13.1 Each party acknowledges that this Agreement and the Schedules contain the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or employees.

13.2 This Agreement overwrites all prior maintenance Agreements between the parties in respect of the Equipment.

14. MISCELLANEOUS

14.1 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or the right at any time subsequently to enforce all terms and conditions of this Agreement

14.2 Rights of Third Parties

The parties hereto acknowledge and confirm that any third party to this agreement has no right in this Agreement.

14.3 Severance

If any provision in this Agreement shall become invalid, illegal or unenforceable in any respect under the law, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

15. Intellectual Property Rights

For and on Behalf of
Fujitec India Private Ltd.


(Idrak Ali)

Authorized Representative.

Copyright and patent and design rights held by Fujitec and relating to the Equipment will remain the absolute property of Fujitec and Fujitec's designs, drawings, and other documents (including computer software and electronic data) will not be reproduced or disclosed by the Customer or allowed to be reproduced or disclosed without Fujitec's prior written approval.

15.1 Fujitec may install additional equipment and/or software to enhance the functionality of the control software installed in the Equipment ("Control Software") if appropriate to connect with Fujitec's service equipment, which additional equipment and/or software shall at all times belong to Fujitec and which Fujitec may remove on termination of this Contract. The Customer grants Fujitec the right electronically to connect its service equipment to the Equipment and full access to read, use and update the data produced by the Control Software.

16. CONFIDENTIALITY

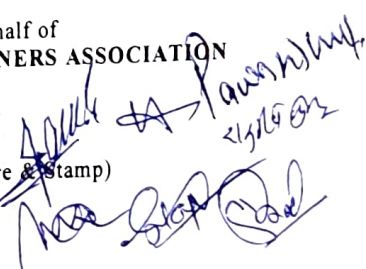
All documents provided by Fujitec will be regarded as confidential and the Customer must not disclose or allow to be disclosed the contents of any document to a third party without the prior written approval of Fujitec.

17. Governing law

This Agreement shall be governed by and construed in accordance with the laws of India

For and on Behalf of
M/s GAUR ATULYAM APARTMENT OWNERS ASSOCIATION


Authorized Representative
(Name, signature & Stamp)


13/10/22

ANNEXURE C
EXCLUSIONS


The repair or replacement of the following parts are Excluded from this agreement and to be charged separately

Door panels, car panels, car ceilings & car floor and kick plates
All Fixtures and Displays.
LCD Displays (if any)
Replacements/repairs required due to misuse, vandalism, or reasons beyond Fujitec
Batteries, Ceiling Light Bulb Lift Cabin flooring, Car lights, Fan and All Cab enclosures.

For avoidance of doubt, the following services are **expressly excluded** from this Agreement.

- a. Cleaning of all exposed panels and parts as well as clearing rubbish, litter from the pits.
- b. Restoration of breakdowns due to misuse, deliberate or malicious acts or other similar actions by persons other than FUJITEC.
- c. Additional work or services required which are not stipulated in this agreement, and where such work or additional services may be mandated due to changes in any laws or regulations, which takes effect after the commencement date of this Agreement.
- d. Periodic tests and or inspection by or required by Authorities.
- e. Work related to protective work, replacement, repainting, re-furnishing of door panels, door jambs, car panels, car ceiling (including drop ceiling (if any)), car floor and kick plate, car lighting, fixtures and button/indicator faceplates.
- f. Maintenance or service related to third party equipment whether supplied by or through FUJITEC including but not limited to batteries of Emergency Batteries Operated Power Supply (EBOPS), batteries of Automatic Rescue Device (ARD), card reader systems, CCTV systems, P.A. systems, personal computers, Displays, power supply distribution panels and all forms of telecommunication system whether wired or otherwise.

For and on Behalf of
Fujitec India Private Ltd.
ASSOCIATION


(Idrak Ali)
Authorized Representative.

For and on Behalf of
M/s GAUR ATULYAM APARTMENT OWNERS

