



DWARAKA DOSS GOVERDHAN DOSS VAISHNAV COLLEGE
(Autonomous)
College with Potential for Excellence, Linguistic Minority Institution
Affiliated to University of Madras
Arumbakkam, Chennai 600 106

Criterion 4 – Infrastructure and Learning Resources

Key Indicator 4.4 – Maintenance of Campus Infrastructure

4.4.2 – Maintenance of Physical, Academic and Support Facilities


Maintenance policies

S. No	Particulars	Year	Page No
	<u>Generator Maintenance</u>		
1.	Apollo power systems Pvt. Ltd	Aug 2020	2
	<u>Lift Maintenance</u>		
2.	Kone Elevator India Pvt ltd	June 2021	3
3.	Hi tec Elevator	Apr 2021	5
4.	Kone Care Maintenance Contract	Apr 2021	7
5.	Johnson lifts and Escalator	Feb 2021	15
6.	High tec lifts services	Aug 2020	19

PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.

TAX INVOICE

(DUPLICATE FOR SUPPLIER)

 Apollo Power Systems Pvt.Ltd., Millennium Tower, 3rd Floor Old # 146, New #133/9 Nelson Manikam Road, Chennai -600 029. GSTIN/UIN: 33AABCA1844Q1ZL State Name : Tamil Nadu, Code : 33	Invoice No. 2021CHNSER063	Dated 11-Aug-2020	
	Delivery Note	Mode/Terms of Payment IMMEDIATE	
Consignee M/s. Shri Vallabhacharya Vidya Sabha D.G.Vaishnava College, No.83, Periyar Nagar, Arumbakkam, Chennai - 600 106 GSTIN/UIN : 33AAATS3016Q1ZD PAN/IT No : AAATS3016Q State Name : Tamil Nadu, Code : 33	Buyer's Order No. Verbal	Dated 10-Aug-2020	
	Despatch Document No.	Delivery Note Date	
	Despatched through	Destination	
	Terms of Delivery		
Buyer (if other than consignee) M/s. Shri Vallabhacharya Vidya Sabha D.G.Vaishnava College, No.83, Periyar Nagar, Arumbakkam, Chennai - 600 106 GSTIN/UIN : 33AAATS3016Q1ZD PAN/IT No : AAATS3016Q State Name : Tamil Nadu, Code : 33 Place of Supply : Tamil Nadu			

Sl No.	Description of Services	HSN/SAC	Quantity	Rate	per	Amount
1	Service Charges For Non Comprehensive AMC OF Your DG Set 4x500 KVA Kohler DG Sets At Your Site .(Without Synchronizing Panel Period:1st June 2020 to 30th Sep 2020)	998719	4.00 Nos	10,850.00	Nos	43,400.00
	CGST Out Put @ 9%				9 %	3,906.00
	SGST Out Put @ 9%				9 %	3,906.00
Total			4.00 Nos			₹ 51,212.00

Amount Chargeable (in words) **INR Fifty One Thousand Two Hundred Twelve Only** E. & O.E


HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998719	43,400.00	9%	3,906.00	9%	3,906.00	7,812.00
Total	43,400.00		3,906.00		3,906.00	7,812.00

Tax Amount (in words) : **INR Seven Thousand Eight Hundred Twelve Only**



PRINCIPAL

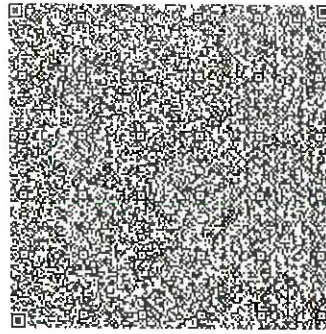
Company's PAN : **AAATR0000**
 Declaration : **Dwaraka Doss Goverdhan Doss**
Vaiashnav College
Arumbakkam, Chennai - 600106.

for Apollo Power Systems Pvt.Ltd.,
 Chennai - 600 029

 Authorised Signatory

This is a Computer Generated Invoice

KONE Elevator India Private Limited

No.136, Shyamala Towers, East Wing,5th
Floor, Arcot Road, Saligramam,
Chennai-600093
TAMIL NADU
Phone-044-66254254

TAX INVOICE**IRN:**

4f9b0b0906f9ecc6a662948dc543a63cbfb
f9d8529982111d7bb31f473f6cae4

GST No : 33AAACK2567P1Z8
CIN : U29141TN1984FTC010913
PAN : AAACK2567P

BILLING ADDRESS

M/s SHRI VALLA BHACHARYA VIDYA SABHA
D G VAISHNAV COLLEGE
NO 833, PERIYAR E V R SALAI
ARUMBAKKAM
CHENNAI-600106
TAMIL NADU
KIND ATTN:MR P HARIDOS
PHONE: 919003122059
GSTIN/Unique ID: 33AAATS3016Q1ZD

CUSTOMER NAME & ADDRESS

M/s SHRI VALLA BHACHARYA VIDYA SABHA
D G VAISHNAV COLLEGE
NO 833, PERIYAR E V R SALAI
ARUMBAKKAM
CHENNAI-600106
TAMIL NADU
GSTIN/Unique ID: 33AAATS3016Q1ZD

Invoice No : 8240240656
Date : 25-JUN-2021
Sales District : 282AAK
Business Area : VA

Sys Contract Ref No: 41967145
Sys Contract Ref Date: 24-JUN-2021

Cust Code: 12298293
Order No: T-000445831
Order Date: 12-MAR-2021
Cust PAN: AAATS3016Q

Details Of Consignee(Shipped to)

SITE ADD:SHRI VALLA BHACHARYA VIDYA SABHA,D.G.VAISHNAV COLLEGE,#445, PERIYAR EVR
SALAI,ARUMBAKKAM,CHENNAI,600106,TAMIL NADU

Place Of Supply:

GSTIN:33AAATS3016Q1ZD

Reverse Chargeable - "NO"

NEMO Category 2

Equipment Number	Description	HSN/SAC	AMC Period		Qty	UOM	Rate/UOM	Base Value
			From	To				
40305732	KONE NEMO CONTRACT	998718	01.04.2021	30.09.2021	1.000	PC	24123.00	24123.00
40305741	KONE NEMO CONTRACT	998718	01.04.2021	30.09.2021	1.000	PC	24123.00	24123.00
40305763	KONE NEMO CONTRACT	998718	01.04.2021	30.09.2021	1.000	PC	24123.00	24123.00
J305765	KONE NEMO CONTRACT	998718	01.04.2021	30.09.2021	1.000	PC	24123.00	24123.00
40305766	KONE NEMO CONTRACT	998718	01.04.2021	30.09.2021	1.000	PC	24123.00	24123.00

Signature valid

Digitally signed by C BALAJI

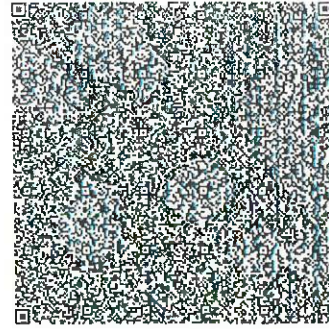
Date: 26.06.2021 10:20:05:30

PRINCIPAL

Dwaraka Doss Govardhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106

KONE Elevator India Private Limited

136, Shyamala Towers, East Wing, 5th
Floor, Arcot Road, Saligramam,
Chennai-600093
TAMIL NADU
Phone-044-66254254

TAX INVOICE

V:

b0b0906f9ecc6a662948dc543a63cbf8
8529982111d7bb31f473f6cae4

GST No : 33AAACK2567P1Z8
CIN : U29141TN1984FTC010913
PAN : AAACK2567P

SELLER ADDRESS

SHRI VALLA BHACHARYA VIDYA SABHA
D G VAISHNAV COLLEGE
833, PERIYAR E V R SALAI
ARUMBAKKAM
CHENNAI-600106
TAMIL NADU
ATTN:MR P HARIDOS
919003122059
TIN/Unique ID: 33AAATS3016Q1ZD

CUSTOMER NAME & ADDRESS

M/s SHRI VALLA BHACHARYA VIDYA SABHA
D G VAISHNAV COLLEGE
NO 833, PERIYAR E V R SALAI
ARUMBAKKAM
CHENNAI-600106
TAMIL NADU
GSTIN/Unique ID: 33AAATS3016Q1ZD

Invoice No : 8240240656
Date : 25-JUN-2021
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Business Area : VA

Sys Contract Ref No: 41967145
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Cust Code: 12298293
Order No: T-000445831
Order Date: 12-MAR-2021
Cust PAN: AAATS3016Q

Details Of Consignee(Shipped to)

RECEIVED ADD:SHRI VALLA BHACHARYA VIDYA SABHA,D.G.VAISHNAV COLLEGE,#445, PERIYAR EVR
SALAI,ARUMBAKKAM,CHENNAI,600106,TAMIL NADU

Place Of Supply:

GSTIN:33AAATS3016Q1ZD

Reverse Chargeable - "NO"

Equipment Category 2

Equipment Number	Description	HSN/SAC	AMC Period		Qty	UOM	Rate/UOM	Base Value
			From	To				
40305767	KONE NEMO CONTRACT	998718	01.04.2021	30.09.2021	1.000	PC	24123.00	24123.00
40316156	KONE NEMO CONTRACT	998718	01.04.2021	30.09.2021	1.000	PC	24123.00	24123.00
Total Base Value								168861.00
CGST 9.00%								15197.49
SGST 9.00%								15197.49
IGST								
UTGST								
Total								199255.98

Amount in Words: RUPEES ONE HUNDRED NINETY-NINE THOUSAND TWO HUNDRED FIFTY-FIVE AND PAISE NINETY EIGHT ONLY

Note: Please release payment IMMEDIATELY on receipt of this Invoice to avoid Interest @ 18% p.a., kindly ignore if already paid.

Kindly arrange to make your payment favouring "KONE Elevator India Private Limited". For E-Transfers the Bank details are provided below

Bank Account#: 555512298293
Current Account#: 42205015170
Bank Name & Address: Standard Chartered Bank
#19, Rajaji Salai, Chennai-600001
SC: SCBL0036078

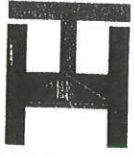
For KONE Elevator India Private Limited

Digitally signed by C BALAJI
Date: 26.06.2021 10:02:20 +05:30

AUTHORISED SIGNATORY



Registered Office : Plot No : A 28, SIPCOT Industrial Park, Pillaipakkam, Sriperumbudur Taluk, Kanchipuram District - 602105, Tamilnadu.
Ph:+91 44 66603918, Email: india@kone.com, Website: www.kone.com
Arumbakkam, Chennai - 800106.



HI TEC ELEVATOR

HI TEC ELEVATOR

Yes!! We Can Lift Up Any Elevator Challenges!!!

(All Type of Elevator Installation, Service & Maintenance Work Undertaking)

SILVER semi -COMPREHENSIVE ANNUAL MAINTENANCE AGREEMENT

AND

M/s. SHRI VALLABHACHARYA VIDYA SABHA

D.G. VAISHNAV COLLEGE

NO.833,P.H. ROAD ARUMBAKKAM

CHENNAI 106.

Agreement No : HTE/AMC/2021MARCH/02 Dt. 02.03.2021
 Installed at : Above Site Address
 Type of Elevator : Traction
 Type of Door : Automatic Center Opening Door
 No of Floors : G+2
 No of Stops : 3 stops
 Original Make : High Tec Lifts
 No of lifts : One
 Period : April 01.04.2021 - March 31.03.2022
 Amount : Rs. 25,000 GST 18% =Rs. 29,500/-

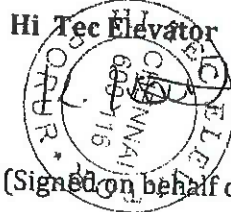
For Shri Vallabhacharya Vidya Sab...

Authorised Signator:

(Signed on behalf of the Owner)

m. k. g.

Hi Tec Elevator



(Signed on behalf of the company)

D. D. D.
PRINCIPAL

Dwaraka Doss Goverdhan Doss
 Vaishnav College
 Arumbakkam, Chennai - 600106.

#120, Gurukriba Appartments, 40 Feet Main Road,
 Lakshmi Nagar, Porur, Chennai - 600 116. Ph: 044-42658189
 Email : hitecelevator@gmail.com | Website : www.hitecelevator.com



HI TEC ELEVATOR

HI TEC ELEVATOR

Yes!! We Can Lift Up Any Elevator Challenges!!!

(All Type of Elevator Installation, Service & Maintenance Work Undertaking)

AMC TERMS AND CONDITIONS

Hi Tec Elevator Responsibilities:

- By carrying out monthly once preventive maintenance with their authorized technicians to keep the equipment in good and safe working condition.
- To attend to call backs/breakdowns in time upon receiving the complaint.
- To replace normal wear & tear components arise out of genuine usage.
- Co ordinate for replacement of genuine parts from the original supplier in case of other brand/ import elevators / special elevators /not Included parts

Hi Tec Elevator not responsible for:

- Any Fire, Floods or any other Nature Calamity or Force Major that can affect the Elevator in any manner including Machine Room Elevator components and Mechanical safety components and spares.
- Damages occurred due to unauthorized person's operating the lift.
- damages due to abnormal and erratic power fluctuations
- service/ service attempt by any other third party
- Damages to car walls, landing door panels.

The owner is responsible for:

- To keep the machine room under lock and keys to avoid:-
 - a) Tampering the equipment by unauthorized person's entry.
 - b) Loose particles, litters, cloths, papers entering into the pathway of the machine or rope or rotary motion and damage the equipment.
- The damage caused by the above said activities, the repair charges has to be borne by the owner only.
- The cost of any modernization, revamping or modification of the lift when warranted or suggested by the owner.
- Incase if any standby duty required for customer functions/ celebrations it will be charged extra
- Any Replacement to be charged extra.

Duration:

For providing the service, listed above the owner shall pay per Lift per Annum
Shall be paid to "M/S Hi Tec Elevator"

Hi Tec Elevator



PRINCIPAL

Dwaraka Doss Goverdhan Doss

Vaishnav College

Arumbakkam, Chennai - 600106

#120, Gurukriba Apartments, 40 Feet Main Road,
Lakshmi Nagar, Porur, Chennai - 600 116. Ph: 044-42658189
Email : hitecelevator@gmail.com | Website : www.hitecelevator.com



SHRI VALLA BHACHARYA VIDYA SABHA
NO 833, PERIYAR E V R SALAI D G VAISHNAV
COLLEGE
CHENNAI - 600106

GOVINDARAJAN
+916381728341

KONE Elevator India Pvt Ltd
Shyamala Towers, 5th Floor, East
Wing, 136 Arcot Road, Saligramam,
Chennai
Tamil Nadu - 600 093
Tel: +91 8939878174 ✓
www.kone.com

Contact Person: ✓
G Dhanasekar ✓
g.dhanasekar@kone.com
12-MAR-2021

Contract No: 0041828166
Quotation No: T-0004458361_3

Your KONE Care™ maintenance

Dear Mr. GOVINDARAJAN,
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 to process your instruction as speedily and efficiently as possible.

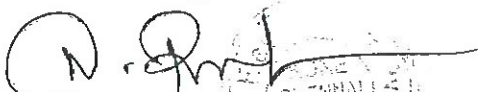
However should you have any questions regarding our proposal, or require any further information, please do not hesitate to contact us

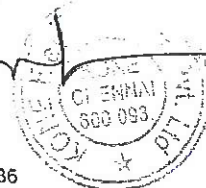
Please don't hesitate to contact me with any questions via g.dhanasekar@kone.com / tel : +91 8939878174

The offer is valid for a period of 60 days.

Your sincerely,


KONE Elevator India Pvt Ltd
G Dhanasekar
Sr. Executive - Service Sales
g.dhanasekar@kone.com


Signed For KONE
T-0004458361_V3
Opp. No: 0010990286





For Shri Vallabhecharya Vidya Sabha


Authorized Signatory

Signed For Customer

PRINCIPAL
Dwaraka Doss Govardhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.



KONE Care™ Maintenance Contract

1 Parties

Customer:

SHRI VALLA BHACHARYA VIDYA SABHA
NO 833, PERIYAR E V R SALAI
CHENNAI
TAMIL NADU
600106
India

Invoicing address:

SHRI VALLA BHACHARYA VIDYA SABHA
NO 833, PERIYAR E V R SALAI
D G VAISHNAV COLLEGE
CHENNAI
TAMIL NADU
600106

and contractor:

KONE Elevator India Pvt Ltd
Shyamala Towers, 5th Floor, East Wing, 136 Arcot Road, Saligramam,
Chennai
Tamil Nadu - 600 093

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

2 Equipment groups covered by the contract

Group name	Elevators	1st year Annual value without taxes
Default group	7	INR 337,722.00
Total		INR 337,722.00

3 Summary of the services

3.1 Default group Group

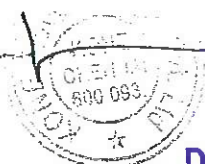
3.1.1 Essential services

Services and Options	Elevators
Number of MBM visit on yearly basis	12

KONE Customer Care Centre™

24/7 service

Signed For KONE
T-0004458361_V3
Opp. No: 0010990286



(Handwritten signature)

PRINCIPAL
Dwaraka Doss Govindhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.

For Shri Vallabhacharya Vidya Sabha

Authorised Signatory

Signed For Customer (2/8)

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) If any component is rendered defective affecting equipment performance, repair or replacement of the component will be done on a chargeable basis. Any replacement which is less than Rs. 500/- will be carried out without prior sanction and a bill will be submitted. For repair or replacement value more than Rs. 500/- prior approval will be taken. Approvals must be given within 2 days of notice failing which KONE will not be responsible for any consequent breakdown or accident and such breakdowns will be attended on a chargeable basis.

Any other equipment or accessory not forming part of the initial supply of the 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

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-0004458361_V3
Opp. No: 0010000286



[Handwritten Signature]

PRINCIPAL
Dwaraka Doss Govindhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.

For Shri Vallabhecharya Vidya Sabar...

[Handwritten Signature]
Authorised Signatory

Signed For Customer

3(8)

4 General contract information

General contract agreements

Contract start date	01-APR-2021
Contract end date	31-MAR-2022
Invoicing	Half-yearly in Advance
Payment Terms	Payable Immediately Due net
1st year annual price without taxes	Rs. 337,722.00
CGST @ 9.00%	Rs. 30,394.98
SGST / UTGST @ 9.00%	Rs. 30,394.98
Total price for first year, including applicable taxes	Rs. 398,511.96
Annual Increment on Basic Price	Mutually agreed percentage on previous year's Basic Price

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


Signed by SHRI VALLA BHACHARYA
VIDYA SABHA

Name: G Dhanasekar
Title : Sr. Executive - Service Sales
Date :


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


Signed For KONE
T-0004458361_V3
Opp. No: 0010990286




PRINCIPAL
Dwaraka Doss Goverdhan Doss
Val Jhnav College
Arumbakkam, Chennai - 600106.

For Shri Vallabhacharya Vidya Sab.


Authorised Signatory

Signed For Customer

(8)

Appendix 1: Equipment covered by the contract

Equipment number	Capacity (kg)	No. of landing doors	1st-year annual price without taxes (Rs)
D.G.VAISHNAV COLLEGE, #445, PERIYAR EVR SALAI, ARUMBAKKAM 600106 CHENNAI			
<input type="checkbox"/> 40305732	544	5	48,246.00
<input type="checkbox"/> 40305741	544	4	48,246.00
<input type="checkbox"/> 40305763	544	4	48,246.00
<input type="checkbox"/> 40305765	544	4	48,246.00
<input type="checkbox"/> 40305766	884	4	48,246.00
<input type="checkbox"/> 40305767	544	4	48,246.00
<input type="checkbox"/> 40316156	544	5	48,246.00



Signed For KONE
T-0004458361_V3
Opp. No: 0010990286

[Handwritten signature]

PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.

For Shri Vallabhacharya Vidya Sabh...

[Handwritten signature]
Authorised Signator

Signed For Customer

5(8)

Appendix 2: General terms & conditions

KONE Care™

GENERAL TERMS AND CONDITIONS FOR MAINTENANCE SERVICES

1. DEFINITIONS

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

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

2. PROVISION OF SERVICES BY KONE

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

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

KONE will carry out according to its standards customary annual safety test to examine all safety devices. KONE will not be required to make any other tests. KONE will neither be required to install new attachments nor to make replacements with parts of a different design to the elevator whether or not recommended or directed by Insurance Companies, or by Governmental or Non-Governmental authorities.

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

3. PROVISIONS BY THE CUSTOMER

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

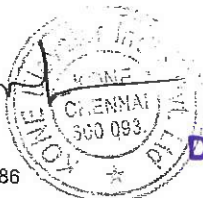
The CUSTOMER shall keep sills, machine room and pit clean. The CUSTOMER shall instruct all persons using the elevator to use it all times in accordance with KONE's reasonable instructions. The CUSTOMER shall ensure to prevent misuse or vandalism of the elevator

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

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

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

Signed For KONE
T-0004458361_V3
Opp. No: 0010990286



PRINCIPAL

Dwaraka Doss Goverdhan Doss Signed For Customer
Vidya College
Arumbakkam, Chennai - 600106.

Authorized Signatory

(8)

4. PAYMENT AND ADJUSTMENT OF PRICE

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

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

5. DELAYED PAYMENT BY THE CUSTOMER

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

6. KONE PARTS AND COMPONENTS

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

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

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

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

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

7. LIMITATION OF LIABILITY

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

8. FORCE MAJEURE AND RELEASE FROM RESPONSIBILITY

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

9. PROPRIETARY RIGHTS

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

10. TERMINATION OF CONTRACT

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

Signed For KONE
T-0004458361_V3
Opp. No: 0010990286



[Handwritten signature]

PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.

For Shri Vallabhacharya Vidya Sabha

[Handwritten signature]

Authorised Signatory

Signed For Customer

7(8)

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 Solo 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.

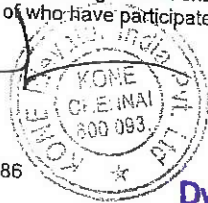
CUSTOMER hereby voluntarily release, forever discharge and agree to indemnify and hold harmless KONE, its directors, officers, employees, agents, subcontractors, volunteers and all other persons or entities acting in any capacity on behalf of KONE from any and all liability, claims, demands or causes 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-0004458361_V3
Opp. No: 0010990286



[Handwritten Signature]

PRINCIPAL
Dwaraka Doss Govindhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.

For Shri Valiabhacharya Vidya Sabha

[Handwritten Signature]
Signed For Customer

Authorised Signatory
8(8)

Annual Maintenance Contract

Silver



Section 1.

Johnson Lifts shall :

1. Service the lift/s at regular intervals and as frequently as the company deems necessary based on the age, nature, type, location and condition of the elevator and we will take all reasonable care and maintain the lift equipment in safe and proper working condition.
2. Carry out the service work whenever possible on a day convenient to the customer other than Sundays & Holidays and during regular working hours. Additional costs incurred in carrying out work outside the said timing will be charged as extra for the overtime premium hours.
3. Be entitled to depute its authorized service personnel to attend all call backs during normal working hours, free of charges.
4. Not repair/replace any of the lift components which are not part of the contract including the labour charges involved for such repair/replacement.
5. Not depute its service personnel for any other work, which does not come under the purview of the contract. If it becomes necessary or whether required by statutory body or otherwise, the company shall charge you extra and it shall be payable in advance.
6. Check, clean and lubricate all parts of the lift i.e. the guide rails, door/gates, winding machine, motor, controller, safety switches etc. to keep them both mechanically and electrically in perfect working condition.
7. Supply lubricating oil, grease and cotton waste required to carry-out the service, free of cost. But the cost of renewing the lubricating oil on the worm reduction gear will be charged extra. Usually it is sufficient if the oil is renewed once in 8 to 10 months' time.
8. Not assume possession or control of any part of your lift equipment. But the same remains your property as the owner, we shall not be liable for any loss, damage or delay caused by strikes, lockouts, civil commotion, war, thefts, floods, riots, explosion or act of God or any causes beyond or reasonable control. Under no circumstances shall the company be liable for any consequential damages.
9. Be entitled to charge interest on delayed payment of service and maintenance charges under this Agreement at the rate of 18% per annum after the due date till realization. The Company shall also have the right without prejudice to other remedies to suspend the service and maintenance until such payments are paid in full with interest.
10. By notice in writing to the customer forthwith terminate this contract and / or not be liable for any loss and / or not obliged to make replacements and repairs free of charge, in any of the following circumstances:
 - (a) If the customer fails to pay the company the amount as and when due under this contract.
 - (b) Where the company is prevented for a continuous period of 3 months from performing its duties for any reason and for any circumstances beyond its control.
 - (c) Where without the company's prior written consent, any work within the scope of this contract is carried out by anyone other than the company's authorized service personnel or Agents.
 - (d) Where, after written notice to the customer about important work or compulsory replacement to be carried out, which are not within the scope of this contract, the customer refuses or fails to carry out the said work / replacements within a reasonable time.
 - (e) Where misuse of equipment not prevented by the customer.
 - (f) Where materials, components, parts or assemblies are no longer available due to obsolescence or if they are permanently taken out of production by the original supplier, when the supply and use of alternative replacement materials, components, parts or assemblies (as the case may be) shall be at the cost of the customer. In the event, the company considers themselves unable to supply any materials or parts for the purpose of this agreement, this agreement shall forthwith terminate without prejudice to the company's accrued rights and without any liability to the company for such termination.

PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.

- (g) Where damage or delay is caused due to strikes, lockouts, civil commotion, war, theft, floods, riots, explosion or act of God or cause beyond our control.
- (h) Where damage is caused to all or part of the elevator as a consequence of a faulty electrical system, Voltage fluctuations/surge due to internal wiring, short circuits, lightning, thunder, fire, water seepage, flooding etc. it is recommended that the client takes adequate protection from insurance or similar companies to cover the equipment for damages that can occur due to such cases. In such an event, the cost of repair or replacement shall be reimbursed to us without any conditions or limitations.
- (i) Where the legal and beneficial ownership of the building is changed.
- (j) If, in Company's opinion, the equipment is subjected to unreasonable use.
- (k) If the customer is declared as insolvent or a petition for winding up either voluntarily or otherwise is pending before any Tribunal, Court or competent authority.

Section 2


The customer shall :

1. Keep the machine room under lock and key to prevent pilferage and theft.
2. Keep the sills, machine room and pit clean.
3. Notify the company immediately of any mal-function whatsoever of the elevator and shall shut down the lift and display the shutdown status conspicuously until the arrival of the authorized representatives of the Company and completion of repairs.
4. Prevent misuse or vandalism of the elevator.
5. Ensure that two trained persons in the building are available for emergency rescue of trapped passengers.
6. Not allow any other persons, either his own or a third party to tamper with elevator or rectify any of the elevator components during the subsistence of this contract with the explicit understanding that any breach of this clause shall relieve the company of all further obligations under this contract.
7. Not be entitled to assign this contract or any benefit or interest herein to any other person or external agency, without the prior written consent of the company and at such costs as determined, agreed and executed.
8. Keep the machine room with adequate lighting, cooling, moisture control and ventilation as may be required by the Company for an effective operation of lift.
9. Provide the Company unrestricted ready access to all areas of the building in which the lifts are located.
10. Instruct all users of the lift to operate it in accordance with the Company's instructions at all times.
11. Ensure quality & recommended voltage as per the standard with proper earthing of the lift main. The Company will not guarantee the supply of electricity and no compensation shall be entitled for any damages occurred for due to failure, short circuit, and electricity fluctuations etc.
12. Allow the Company's employees free and unhindered access to the Lifts, lobbies and machine rooms.

Section 3

General Terms:

1. The company is not expected to assume liability for injury (other than to its employees) or damage to property resulting from or caused by the elevator during its operation.
2. In case of a reported breakdown being attended by the company which is found to be due to extraneous causes such as failure of power supply, improper closing of doors, unauthorized interference by strangers over which the company has no control, a service charge of Rs. 200/- shall be levied. The Customer will also promptly report details of unsatisfactory operation or irregular performance of the lift to the Company immediately upon notice of the same.


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Vaishnav College
Arumbakkam, Chennai - 600106



3. All the disputes and differences and claims if any arising out this contract shall be referred to an Arbitrator appointed by the company, and the same shall be governed by the provisions of the Arbitration and Conciliation Act 1996. The arbitration shall be in English language. The arbitral award shall be final and binding on the Parties. For this purpose, the courts in Chennai alone shall have exclusive jurisdiction to entertain application if any arising out of the agreement.
4. During the period of servicing, the lift shall not be available for your use but the lift operator should be present till the servicing work is completed.
5. The service contract shall be for a minimum period of one year. However, the parties can opt to terminate this contract by providing two months written notice in advance to the other party.
6. In case of termination / cancellation of Contract, refund of payment if already received, will be made after deducting the charges proportionately towards services already rendered. Further, upon termination, all contractual and legal liabilities with regard to the service and maintenance of lift shall cease to exist with immediate effect and the Company will not be responsible for any incident on the lift from the date of termination.
7. The quotation is valid for a period of 30 days from the date of offer and thereafter Subject to our confirmation.
8. Upon notification by the customer of a breakdown or failure in the elevator, the company shall send as soon as may reasonably be possible during the company's normal working hours, a technician to carry out necessary repairs in order to restore the elevator to satisfactory working condition.
9. On termination of this contract, the company's obligations under this contract shall cease in its entirety.
10. This contract, all amendments hereto, and any issues or controversies arising here from or related hereto, shall be governed by and construed exclusively in accordance with the laws of India.
11. Notwithstanding any other provisions in this contract, in no event shall the Company be liable for any indirect or consequential loss or damage which may be suffered by the Customer or any other party in connection with the contract.
12. All intellectual property rights in the elevator including the software remain the property of Johnson Lifts at all times.
13. The call backs registered with the Company only will be attended to by our authorized service mechanics and these alone will be treated as call backs of the lift.
14. The payments under this contract shall always be done in Demand draft, Cheque or RTGS. Cash payment will not be accepted at any cost.

Note: Any taxes, duties, levies imposed by the Central / State Government during the contractual period shall be claimed extra and shall be payable by you on demand.

As a token of your acceptance please sign and return to us the original and duplicate copies of the contracts together with the payment. We shall sign and return the original contract form for your records.

Head Office : No.1, East Main Road, Anna Nagar Western Extn, Chennai — 600 101
Ph: +91-44-26152003/ 04/ 05/ 06 E-mail: service_support@johnsonlifts.com
Website: www.johnsonlifts.com

PRINCIPAL

Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.

When it comes to lift maintenance always think:
SAFETY BEFORE SAVINGS

Annual Maintenance Contract



Silver

SERV / 08 / QR / 05

SIGNED ON BEHALF OF THE CUSTOMER

Ref. No: SM8007 Cont. Type: SSM Date: 09-FEB-2021
 Lift No./s: L-A4007

Name & Address of Client: SHRI VALLABHACHARYA VIDYA SABHA
D G VAISHNAV COLLEGE,
NO.833, ARUMBAKKAM,
CHENNAI.

Installation Address: MCA BLOCK, DGDGVC,
NO.833, ARUMBAKKAM,
ARUMBAKKAM, CHENNAI.

Contract Amount (Basic) 30,800/- Per Lift
 SGST 9% + CGST 9% 5544/-
 Total Contract Amount 36344/-

Period of Contract: From 01/04/2021 To 31/03/2022

CUSTOMER	JOHNSON LIFTS PRIVATE LIMITED BALAJI
Name : _____	Service Sales Exe Name : <u>Executive Service Sales</u>
Contact Number : _____	Contact Number : <u>8939856713</u>
Email ID: _____	<u>8939856714</u>
Signature (Authorised Signatory): _____	Signature : <u>[Signature]</u> Date : <u>28/6/21</u>
<u>For Shri Vallabhacharya Vidya Sabha</u>	For JOHNSON LIFTS PVT. LTD.
Designation With Seal: _____	Approved By: <u>[Signature]</u>
<u>Authorised Signatory</u>	Signature (Authorised Signatory): <u>[Signature]</u>
	Name & Designation: <u>Authorised Signatory</u>

"NO CASH TRANSACTION ALLOWED"

Payment Should be made only by Cheques / Drafts in favour of Johnson Lifts Private Limited or Electronic Fund Transfer. CONTRACT IS DEEMED TO HAVE BEEN ENTERED ON SIGNING THE CONTRACT AND PAYMENT RECEIVED.

Bank Details : KOTAK MAHINDRA BANK LTD., ANNA NAGAR BRANCH IFSC : KKBK0008428 A/C NO : 425011008336

Note : Any taxes, duties, levies imposed by the Central / State Government during the contractual period shall be claimed extra and shall be payable by you on demand.

Our PAN No: AAACJ0838Q CIN NO : U27209TN1981PTC008718 Our GST No. 33AAACJ0838Q1ZD

Branch Office : JOHNSON LIFTS PRIVATE LIMITED

PLOT NO.W367, DOOR NO.2, EAST MAIN ROAD ANNA NAGAR WESTERN EXTN. CHENNAI-600101 Phone No:91-44-26152003, 26152004, 26152005, 26152006

[Signature]

PRINCIPAL

Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.

Ref :

Date: 12.08,2020

SILVER – SEMI COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

M/S. : **SHRI VALLABHACHARYA VIDYA SABHA**
D.G. VAISHNAV COLLEGE
No.833, P.H. Road, Arumbakkam,
Chennai – 106.

Agreement No : HTE/AMC/2020/JUNE/16 Dt. 16.06.2020
Installed at : Above said address
Type of Elevator : Traction
Type of Door : Automatic centre opening
No of Floors : G+2
No of Stops : 3 stops
Original Make : HIGH TEC
No of lifts : One
Period : **JUNE 2020 – MARCH 2021**
Amount : **Rs.20,834/- +GST =24,584/-**


(Authorized Signatory)
(Full name)

M. Govindhan Doss
(Authorized Signatory)

Q
Ah

Govindhan Doss
PRINCIPAL
Dwaraka Doss Govardhan Doss
Vaishnav College

No. 129, 3rd Floor, N.M.K. Street, Ayanavaram, Chennai - 600 029.
Contact No.6374999363 / 6374999365 044-48610636
E-Mail : htlservice2018@gmail.com



Asset List - Equipment Details

The following equipment shall be covered by this contract

Scope of contract: KONE Care Standard™
Equipment type: Elevator

Equipment number	Address	capacity (Kg)	Number of landing doors	1st-year annual price without taxes (Rs)
40305732	D.G.VAISHNAV COLLEGE,#445, PERIYAR EVR SALAI,ARUMBAKKAM CHENNAI 600106	544	5	Rs 51,653.12
40305741	NO.445, PERIYAR EVR SALAI, ARUMBAKKAM CHENNAI 600106	544	4	Rs 51,653.12
40305763	D.G.VAISHNAV COLLEGE,#445, PERIYAR EVR SALAI CHENNAI 600106	544	4	Rs 51,653.12
40305765	D.G.VAISHNAV COLLEGE,#445, PERIYAR EVR SALAI,ARUMBAKKAM CHENNAI 600106	544	4	Rs 51,653.12
40305766	D G VAISHNAV COLLEGE,NO 445, PERIYAR E V R SALAI,ARUMBAKKAM CHENNAI 600106	544	4	Rs 51,653.12
40305767	D G VAISHNAV COLLEGE,NO 445, PERIYAR E V R SALAI,ARUMBAKKAM CHENNAI 600106	544	4	Rs 51,653.12
40316156	D.G.VAISHNAV COLLEGE,#445, PER CHENNAI 600106	544	5	Rs 51,653.12

PRINCIPAL
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Arumbakkam, Chennai - 600106.

For Shri Vallabhaonarya Vriya Saa.

For KONE Elevator India Pvt. Ltd

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KESV / F008 / A / 10

Signed For Customer

Authorised Signatory

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Appendix - Service Description

Scope of contract: KONE Care Standard™
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.
Labour for Call-outs Service	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 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)

PRINCIPAL
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Valshnav College
Arumbakkam, Chennai - 600106.

For Shri Vallabhacharya Vroya

Authorized Signatory

For KONE Elevator India Pvt. Ltd.



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KESV / F008 / A / 10

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version 1.0



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 and escalators listed in the Contract, and related components and parts that 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. If not separately agreed, any work conducted outside the Normal Working Hours is not included in the Price and shall be invoiced separately. 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 equipment (but not less than 8 times per annum), a technician to systematically inspect, adjust and lubricate the

For KONE Elevator India Pvt Ltd



version 1.0

parts of the equipment to the extent necessary to maintain the equipment 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 equipment, the 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 equipment 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 equipment whether or not recommended or directed by Insurance Companies, or by Governmental or Non-Governmental authorities.

KONE is not expected to assume liability for injury (other than to its employees) or damage to property resulting from or caused by the equipment during its operation. 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 equipment to use it all times in accordance with KONE's reasonable instructions. The CUSTOMER shall ensure to prevent misuse or vandalism of the equipment

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 equipment 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.

For Shri Vaishnav College & Vidyasastra

Signed For Customer

[Signature]
Authorised Signatory

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KESV / F008 / A / 10

[Signature]

PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.



4. PAYMENT AND ADJUSTMENT OF PRICE

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 Service Tax 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 change 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) If any component is rendered defective affecting equipment performance, repair or replacement of the component will be done on a chargeable basis. Any replacement which is less than Rs. 500/- will be carried out without prior sanction and a bill will be submitted. For repair or replacement value more than Rs. 500/- prior approval will be taken. Approvals must be given within 2 days of notice failing which KONE will not be responsible for any consequent breakdown or accident and such breakdowns will be attended on a chargeable basis.

Any other equipment or accessory not forming part of the initial supply of the 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

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 equipment 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.

c) In the event KONE consider themselves unable to supply any materials or parts due to obsolescence or if they have been permanently taken out of production by the original supplier , 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



version 1.0

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Signed For Customer

Authorised Signatory

PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.



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 authorised 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 company within the 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.

For KONE Elevator India Pvt. Ltd

version 1.0



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KESV / F008 / A / 10

PRINCIPAL

Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.

For Shri Vallabhacharya Vidya Sabha

Signed For Customer

Authorised Signatory



Dwaraka Doss Goverdhan Doss Vaishnav College

(Autonomous-Affiliated to the University of Madras)

Gokul Bagh, 833 Periyar E.V.R. High Road, Arumbakkam, Chennai-600 106
Phone: 044-23635101, 23635102 Fax: 044-23635103
E-mail: dgvooffice@gmail.com website: www.dgvaishnavcollege.edu.in

To

07-04-2021

M/s Arihant On-Site Services Private Limited
160, Ramanaicken Street,
Nungambakkam, Chennai - 600034.

Sir,

Please refer to the service agreement dated 18-05-2019 entered into between the management and yourself.

The same is extended for a further period ending with 31-03-2022 on the same terms and conditions as stipulated in the above agreement.

A. Doss
SECRETARY

CC: ~~Secretary/SVVS~~
~~Treasurer/DGVC~~
Accounts Manager/SVVS
In-Charge, Evening College

B. L. S.
PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.

Managed by SHRI VALLABHACHARYA VIDYA SABHA



ARHANT ON SITE SERVICES
 PVT LTD,
 Chennai

BT 228218
R. Ragupathi

R. RAGUPATHI
 STAMP VENDOR, L/No.C3/4839/83
 No. 37, VILLAGE ROAD, NOW KNOWN AS
 No. 79/91, VALLUVARKOTTAM HIGH ROAD,
 NUNGAMBAKKAM, CHENNAI - 600 034
 MOBILE: 9446114347

HOUSEKEEPING MANAGEMENT SERVICES AGREEMENT

14y 2019
R. Ragupathi

This Housekeeping Management Services Agreement ("Agreement") made on this the 17th Day of September 2017 By and Between **Dwaraka Doss Goverdhan Doss Vaishnav College** having its Registered office at No.833,E.V.R.Periyar High Road,Arumbakkam, Chennai ,Tamilnadu – 600106 hereinafter called the "INSTITUTION", which term and expression shall mean and include unless otherwise the context so requires, its successors-in-interest and assigns.

R. Ragupathi

AND

M/s ARIHANT ON-SITE SERVICES PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, and having its Registered office at 160, Ramanaicken street, Nungambakkam, Chennai – 600034., hereinafter called the "**Service Provider**", which term and expression shall mean and include unless otherwise the context so requires, its successors-in-interest and assigns.

Arme Kumar
 Secretary
D.D.G.D. VAISHNAV COLLEGE
 Chennai-600 106.

R. Ragupathi
 PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.



WHEREAS:

1. The Institution had requested the Service Provider to provide Housekeeping management services to the Institution through its uniformed and trained personnel at the Institution's campus at No 833, E.V.R. Periyar High Road, Arumbakkam, Chennai – 600106.
2. The Service Provider has agreed to provide the Housekeeping management services to the Institution in its premises and the Institution has agreed to engage the Service Provider, on the terms and conditions as hereinafter contained.

NOW THEREFORE in consideration of the mutual covenants, promises, representations and warranties contained herein, and for other valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged and agreed, the parties hereby agree as follows:

1. **PROVISION OF SERVICES:**

The Service Provider, having inspected the demised premises, agrees to provide Housekeeping services to the Institution at the location specified hereinabove by deputing 2 house-keeping Supervisor and 30 House-keeping servicemen to provide services to the entire satisfaction of the Institution. The Service provider shall also depute such number of personnel as may be specified by the Institution from time to time.

The Service Provider shall depute its personnel at the Institution's premises to provide services and support 8 hours a day six days a week. The number of personnel deputed at the Institution's location(s) may be increased/ reduced by the Institution by providing five(5) days prior written notice to the Service Provider.

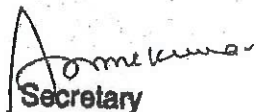
The Service Provider will exercise control and supervision over its employees and the Institution will notify the Service Provider of any loss or damage to its properties and/or, fixtures or dishonest, wrongful or negligent acts or omissions and commissions of the Service Provider's personnel in connection with the Housekeeping services as soon as possible after the Institution becomes aware of them. The Service Provider shall be responsible for all acts of its personnel and take all necessary action against such personnel and compensate the Institution for any such loss or damage to its properties, fixtures at prevailing market value.

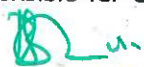
2. **PAYMENT TO THE SERVICE PROVIDER:** In consideration of the services provided by the Service Provider to the Institution the payment shall be computed depending on the number of persons engaged each day by the Service Provider duly verified by an authorized person in the Institution. The said amounts will be paid directly to the Service Provider and the Service Provider agrees to pay the same to its personnel in accordance with the break-up provided in **Annexure A**. All payments shall be made subject to Tax Deduction at Source (TDS), as applicable. Service Tax as applicable on the total monthly bill will be charged extra.

3. **RESPONSIBILITY OF THE SERVICE PROVIDER:**

The Service Provider will be fully responsible for payment of salary/ wages including any allowances called by whatever name to the personnel deputed at the institution's location(s). The Institution shall in no way be responsible for the same.

The personnel deployed at the Institution's location(s) will be employees of the Service Provider. The Service Provider will be responsible for compliance with all provisions of the


Secretary
D.D.G.D. VAISHNAV COLLEGE
Chennai-600 106.


PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106



relevant Indian labour laws including but not limited to the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Contract Labour (Regulation & Abolition) Act, 1970, or any other law with respect to its personnel/ employees working at the Institution's Premises. Except for the first payment, the Service Provider shall provide the documentary evidences to the Institution in the first week of every succeeding month in respect of payments arising for the previous month,, regarding the statutory compliances made by the Service Provider with respect to the their Personnel/employees/ deputed to the Institution's Premises. . The Service Provider shall comply with the provisions of Workmen's Compensation Act, 1923 or Employees' State Insurance Act, 1948, as applicable for the claim of its personnel/ employees for personal injury / accident or death while performing the services at the Institution's Premises. Any injury caused to any personnel or agent of the Service Provider while he is in the Institution's Premises will be the sole responsibility of the Service Provider.

In the event the Service Provider does not comply with payment of all statutory dues in accordance with the relevant statutory laws, the Institution shall pay the same on Service Provider's behalf and shall be entitled to withhold/ recover/ adjust in monthly payments to be made to the Service Provider along with submission of proof thereof. The Service Provider agrees that it shall bind itself to these terms in such event.

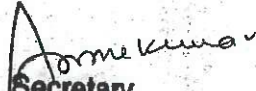
The Institution hereby reserves the right to inspect the Service Provider's statutory compliances as may be required to be complied under any law for the time being in force and for default of payment of such statutory dues aggregating to more than two months the Institution shall be at liberty to cancel this agreement with 30 days notice.


Service Provider shall ensure that the persons engaged by them for carrying out the Services as per this Agreement are always in uniform while on duty and observe the norms of behaviors, discipline, rules and regulations of the Institution. The Institution has the right to mark as absent such of those employees of the Service provider who turn up for work without being in uniform.

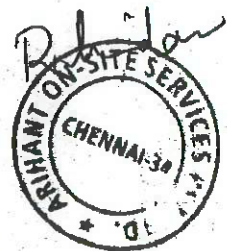
INDEMNIFICATION

Service Provider shall indemnify and keep indemnified the Institution against all costs, claims, damages, expenses, fines, losses, liabilities and penalties including attorney's cost, expenses accruing, incurred or suffered by Institution directly or indirectly, arising on account of:

- (i) failure by Service Provider to perform any of its obligations under this Agreement
- (ii) any claim from any statutory authority arising in relation to non compliance by Service Provider with any matter hereinabove;
- (iii) any act, commission or omission, negligence, fraud, forgery, dishonesty, misconduct or by Service Provider or its personnel
- (iv) damage to property of the Institution or injury to any person, due to acts of the personnel of the Service Provider


Secretary
D.D.G.D. VAISHNAV COLLEGE
Chennai-600 106.


PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.



4. **TERMS AND TERMINATION:**

This Agreement is deemed to have commenced with effect from 1st May 2019 and shall, unless renewed or terminated by either party, end on 30th April 2020. The parties are at liberty to renew this Agreement for such further period/s as may be mutually agreed upon.

In the event of breach of this Agreement by the Service Provider, the institution shall give thirty (30) days notice to rectify the breach, and failure to cure the breach by the Service Provider shall entail the institution to terminate this Agreement.

Either party may terminate the Agreement by giving at least thirty (30) days prior written notice, without assigning any reason whatsoever.

In the event of termination, the Service Provider shall continue to perform its obligations during the notice period and the Institution shall be bound and liable to make all payments to the Service Provider in terms of this Agreement for the same.

Upon any termination of the Agreement for any reason, and/or upon Institution's request, the Service Provider shall cooperate with the Institution to assist in the orderly transition and handover of the services provided herein as the Institution may direct, in a professional manner, using reasonable efforts to avoid any disruption or interruption to the services and shall not raise any claims against the Institution, other than payment for the services rendered until date of termination.

5. **BILLING AND PAYMENT:**

The Service Provider shall raise an invoice on the Institution in the first week of every month for the previous month, with attendance sheet, proof of all statutory payments viz., PF, ESIC, Bonus, leave encashment, paid leave etc. The Institution shall make payment for the same **within 7 (Seven) days of receipt of the invoice**, by crossed cheque, in favour of Service Provider, viz., **M/s. ARIHANT ON-SITE SERVICES PRIVATE LIMITED**.

6. **DIRECT EMPLOYMENT:**


The personnel of the Service Provider will not be treated in any way as the employees of the Institution and shall continue to be employees of the Service Provider. Hence all liabilities on account of the said personnel will be that of the Service Provider. The Service Provider will be solely responsible for all the acts of its personnel/ employees.


7. **PAYMENT TO THE PERSONNEL:**

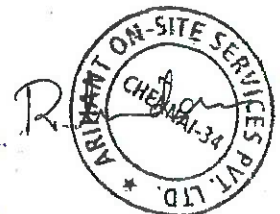
No payments in kind or cash shall be offered to the Service Provider's personnel deployed at the Institution's Premises..

8. **LIABILITY/ DAMAGES:**

The Service Provider shall make good the loss caused to the Institution arising from any incident of negligence or inefficiency of the Service Provider or its representatives, including but not limited to any loss/ theft or damage of assets, whether belonging to the Institution or its employees. However, the same shall be done only after thorough investigation and discussions between both the parties.


SECRETARY
D.G. VAISHNAV EVENING COLLEGE
CHENNAI-600 106.


PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.



9. **REGISTRATION, LICENCES ETC:**

The Service Provider shall possess and maintain all valid statutory permissions/ registrations/ licenses (including any renewals which it shall procure in a timely manner) from all applicable authorities as may be required under any law (including but not limited to the Government authorities) and more specifically with respect to its trade/ profession/ business (including permits/ license to provide services as contemplated under this Agreement), personnel etc. for the provision of services in the Premises and shall be responsible to indemnify the Institution of any charges/ expenses incurred by the Company on this account.

10. **NON-ASSIGNMENT:**

The Service Provider shall not assign to any third party its interest in, rights or obligations under this Agreement without the prior written consent of the Institution.

11. **CONFIDENTIALITY AND DISCLOSURE:**

During the course of the Agreement either party may receive confidential information from the other Party. "Confidential Information" shall mean and include any and all information furnished or disclosed by either Party to the other Party including but not limited to, software, technology recruiting materials, advertising, manuals, handbooks, memoranda, documents, processes, devices, inventions, discoveries, compilations of information, records, books of account, customer lists, marketing and sales data, technical data or specifications, or any other information that should be reasonably understood by the Service Provider's personnel to be confidential (collectively the "Confidential Information"). By the Confidential information, the parties also understand any information which becomes available for the Service Provider and its staff when providing services upon this Agreement about (but not limited) to the Institution's activity.

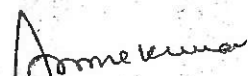
Either Party to this Agreement can make a disclosure of "Confidential Information" only if necessary to comply with any mandatory applicable law, legal process or by mandatory applicable law supported requirements of any regulatory body, provided, however, that the parties will consult in good faith as to the content and timing of any such disclosure to that which is reasonably believed to be required and will co-operate with the other party in requesting confidential treatment or seeking a protection or other appropriate remedy.

12. **SEVERABILITY:**

If any provision of this Agreement hereunder should at any time be in conflict with any law or regulation compulsorily applicable to this Agreement, the parties shall endeavor to amend such provision, so that the intent of such Agreement may be earned out to the extent legally possible. The invalidity, because of any such law or regulation, of provisions of such Agreement shall not relieve any of the parties from its obligations under the other provisions of such Agreement, nor deprive any of the parties of the benefits of such other provisions.

13. **FORCE MAJEURE:**

If at any time during the subsistence of this Agreement the Service Provider is, for reasons beyond its control, unable to carry out the work in terms hereof and/ or the property or building in which it is situated shall be destroyed or damaged by fire, tempest, earthquake, accident, act of God, war, i.e., Force Majeure so that the work and the terms of this Agreement cannot be reasonably fulfilled, then either party shall have the option to put an end to this Agreement forthwith.


Secretary

D.D.G.D. VAISHNAV COLLEGE
Chennai-600 106.


PRINCIPAL

Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.



14. **AMENDMENTS:**

No modification or amendment of this Agreement and the Annexure(s) thereto shall be effective until it is reduced to writing and is executed by the duly authorized representatives of the parties.

15. **DISPUTE RESOLUTION MECHANISM**

ARBITRATION:

Any dispute, differences or claims arising out of this Agreement shall be settled amicably between the Parties. Failing such resolution of disputes, the same shall be referred to arbitration of a sole arbitrator to be nominated by the President of the Company. The arbitration shall be at Chennai in accordance with the provisions of the Arbitration and Conciliation Act (AC Act), 1996, or any statutory amendments thereof .

16. **JURISDICTION:**

The validity, interpretation and performance of this Agreement and any dispute connected herewith shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of the competent Court in Chennai.


17. **NOTICES:**

All notices required by the Agreement shall be in writing and sent by Registered Post Acknowledgment Due or a reputed Courier Company and addressed to:

The Institution:
Dwaraka Doss Goverdhan Doss Vaishnav College,
No.833, E.V.R.Periyar High Road,
Arumbakkam,
Chennai – 600106.

The Service Provider:
M/s. ARIHANT ON-SITE SERVICES PRIVATE LIMITED,
160, Ramanaicken Street, Nungambakkam,
Chennai – 600034.

Or to such other address as either party may specify in writing. Urgent notices shall be by facsimile message or by email.

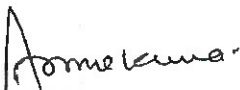

Secretary
D.D.G.D. VAISHNAV COLLEGE
Chennai-600 106.


PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106





IN WITNESS WHEREOF THE PARTIES HEREBY SET THEIR HANDS AND SIGN THIS AGREEMENT ON THE DAY AND MONTH FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signed, Sealed and Delivered for and on behalf of
Dwaraka Doss Goverdhan Doss Vaishnav College
Through its Authorized Signatory

Secretary 
Secretary
D.D.G.D. VAISHNAV COLLEGE
Chennai-600 106.

Witness:

- 1) 
- 2) 

Signed, Sealed and Delivered for and on behalf of
M/s ARIHANT ON-SITE SERVICES PRIVATE LIMITED
Through its Authorized Signatory



Authorized Signatory



Witness:

- 1) 
- 2) 


PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.

ANNEXURE – A

1. Block Name – Krishna Building

Manpower Details – Housekeeping

Shift	Shift Timing	Deployment Areas	Manpower	No of Staff	Floor Details
A.	07:00 AM to 03:00 PM	Ground Floor, 1st Floor, 2 nd Floor & 3 rd Floor	Housekeeping	4	G + 3
B	12:00 pm to 08:00 PM	Ground Floor, 1st Floor, 2 nd Floor & 3 rd Floor	Housekeeping	2	
Total Manpower In (A+B) Shift				6	

2. Block Name – MCA

Manpower Details – Housekeeping

Shift	Shift Timing	Deployment Areas	Manpower	No of Staff	Floor Details
A.	07:00 AM to 03:00 PM	Ground Floor, 1st Floor, 2 nd Floor & 3 rd Floor	Housekeeping	4	G + 3
B	12:00 pm to 08:00 PM	Ground Floor, 1st Floor, 2 nd Floor & 3 rd Floor	Housekeeping	2	
Total Manpower In (A+B) Shift				6	

3. Block Name – M B A

Manpower Details – Housekeeping

Shift	Shift Timing	Deployment Areas	Manpower	No of Staff	Floor Details
A.	07:00 AM to 03:00 PM	Ground Floor, 1st Floor, 2 nd Floor & 3 rd Floor	Housekeeping	3	G + 2
B	12:00 pm to 08:00 PM	Ground Floor, 1st Floor, 2 nd Floor & 3 rd Floor	Housekeeping	3	
Total Manpower In (A+B) Shift				6	

Amulawa
Secretary
D.D.G.D. VAISHNAV COLLEGE
Chennai-600 106.

Bru
PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.



4. Block Name – Vaigai

Manpower Details – Housekeeping

Shift	Shift Timing	Deployment Areas	Manpower	No of Staff	Floor Details
A.	07:00 AM to 03:00 PM	Ground Floor, 1st Floor, 2 nd Floor & 3 rd Floor	Housekeeping	2	G + 2
B	12:00 pm to 08:00 PM	Ground Floor, 1st Floor, 2 nd Floor & 3 rd Floor	Housekeeping	2	
Total Manpower In (A+B) Shift				4	

5. Block Name – Old Admin Block

Manpower Details – Housekeeping

Shift	Shift Timing	Deployment Areas	Manpower	No of Staff	Floor Details
A.	07:00 AM to 03:00 PM	Ground Floor, 1st Floor & 2 nd Floor	Housekeeping	2	G + 2
B	12:00 pm to 08:00 PM	Ground Floor, 1st Floor & 2 nd Floor	Housekeeping	2	
Total Manpower In (A+B) Shift				4	

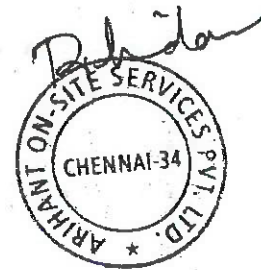
6. Block Name – S.R.G, Dwaraka & Vallabhacharya

Manpower Details – Housekeeping

Shift	Shift Timing	Deployment Areas	Manpower	No of Staff	Floor Details
A.	07:00 AM to 03:00 PM	Ground Floor, 1st Floor & 2 nd Floor	Housekeeping	2	G + 2
B	12:00 pm to 08:00 PM	Ground Floor, 1st Floor & 2 nd Floor	Housekeeping	2	
Total Manpower In (A+B) Shift				4	

D. D. G. D.
Secretary
D.D.G.D. VAISHNAV COLLEGE
Chennai-600 106.

D. D. G. D.
PRINCIPAL
Dwaraka Doss Goverdhan Doss.
Vaishnav College
Arumbakkam, Chennai - 600106.





Dwaraka Doss Goverdhan Doss Vaishnav College

(Autonomous-Affiliated to the University of Madras)

Gokul Bagh, 833 Periyar E.V.R. High Road, Arumbakkam, Chennai-600 106

Phone: 044-23635101, 23635102

E-mail: office@dgvaishnavcollege.edu.in website: www.dgvaishnavcollege.edu.in

04-09-2020

To

Upland Corporate Services
No.96, IInd Street, Visaka Flats,
Chandrasekarapuram,
Ambattur, Chennai - 600 053.

Sir,

Please refer to the service agreement dated 01-11-2017 entered into between the management and yourself.

The same is further extended for a period from 01-10-2020 and ending with 30-09-2021, on the same terms and conditions as stipulated in the above agreement.

Arumukkann
SECRETARY

CC: Secretary/SVVS
Treasurer/DGVC
Accounts Manager/SVVS
In-Charge, Evening College

*Received
C.R. Pillai
for Upland Corporate Services -*

Bu

PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.

Managed by SHRI VALLABHACHARYA VIDYA SABHA



SHRI VALLABHACHARYA VIDYA SABHA

Founder: His Holiness 108 Goswami Shri Mathureshwarji Maharaj, Surat

Administrative Office: Gokul Bagh, 833 Periyar E.V.R. Salai,
Arumbakkam, Chennai-600 106
Phone: 044 - 23635101 / 23635102 Fax: 044 - 23635103

04-09-2020

To

United Overseas Facilities Private Limited,
"Chopra Chambers"
Now No.160 (Old No.55), Ramanaicken Street,
Nungambakkam, Chennai - 600 034.

Sir,

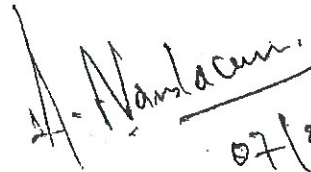
Please refer to the security services agreement entered into by the management of United Overseas Facilities Private Limited and Shri Vallabhacharya Vidya Sabha dated 20-08-2018.

The same is extended for a further period of one year from 01-09-2020 ending with 31-08-2021 on the same terms and conditions as stipulated in the above agreement.

Regards,

CC: Secretary/DGVC
Treasurer/DGVC
Accounts Manager/SVVS
In-Charge, Evening College


SECRETARY
Ah


07/09/2020



PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.

Registered office: 30 Ekambareswarar Agraharam, Chennai-600003

Managing Body of Dwarakadoss Goverdhandoss Vaishnav College • M.O.P. Vaishnav College for Women
Kola Perumal Chetty Vaishnav Sr. Secondary School • Kola Saraswathi Vaishnav Sr. Secondary School



United Overseas Facilities
Management Pvt. Ltd.
Chennai

SECURITY SERVICES AGREEMENT

13059
16/8/18. *[Signature]* BH. 003082

R. RAGUPATHI
STAMP VENDOR, L/No. C3/4839/83
No. 37, VILLAGE ROAD, NOW KNOWN AS
No. 79/91, VALLUVARKOTTAM HIGH ROAD,
NUNGAMBAKKAM, CHENNAI - 600 034
MOBILE: 9445114347

THIS SECURITY SERVICES AGREEMENT (this "Agreement") made on this 20th day of August, 2018 between

United Overseas Facilities Management Pvt Ltd., a Company incorporated under the Companies Act, 1956 and having its registered office at No. "Chopra Chambers" New No. 160 (Old No. 55), Ramanaicken Street, Nungambakkam, Chennai - 600 034. (hereinafter called the "UOFM" which expression shall include its successors in title and permitted assigns) of the one part represented by Mr. Prakash Chand Jain - Managing Director

AND

Shri Vallabhacharya Vidya Sabha having its office at Gokul Bagh, 833 Periyar E.V.R. Sathi, Arumbakkam, Chennai - 600 106. Which expression shall include its successors in title and permitted assigns) of the one part represented by its Authorized Signatory Mr. Manoj Kumar Sonthalia - Secretary



[Signature]
PRINCIPAL
Dwaraka Doss Govindhan Doss
Vaijnay College
Arumbakkam, Chennai - 600106.

[Signature]
SECRETARY
SHRI VALLABHACHARYA VIDYA SABHA
CHENNAI - 600 106.

WHEREAS:

- (A) UOFM is company providing security services to various corporate and non-corporate entities.
- (B) **Shri Vallabhacharya Vidya Sabha** desires to appoint a security agency for providing security services for its premises situated at DG Vaishnav College. 833 Periyar E.V.R. Salai, Arumbakkam, Chennai – 600 106.
- (C) UOFM approached **Shri Vallabhacharya Vidya Sabha** and represented that it has the relevant skill and experience in the field and can provide DG Vaishnav College with the professional security services;
- (D) **Shri Vallabhacharya Vidya Sabha** has agreed to appoint UOFM as its security agent for its office premises at Chennai and UOFM has agreed to accept the appointment as the security agent, on the terms and conditions as hereinafter contained.

NOW THE AGREEMENT WITNESSTH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this Agreement, the following terms, to the extent not inconsistent with the context thereof, shall have the following meanings assigned to them herein below:

"Premises"	shall mean Shri Vallabhacharya Vidya Sabha having its office at Gokul Bagh, 833 Periyar E.V.R. Salai, Arumbakkam, Chennai – 600 106.
"Party"	shall mean UOFM and Shri Vallabhacharya Vidya Sabha , referred to individually, and "Parties" shall mean UOFM and Shri Vallabhacharya Vidya Sabha , referred to collectively.
"Representation and Warranties"	shall have the meaning as ascribed to it in Clause 5 of this Agreement and shall include all the representations and warranties given by the Parties under and pursuant to this Agreement.
"Security Unit"	shall have the meaning as ascribed to it in Clause 2 of this Agreement.

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B. Zam
PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.

[Signature]
SECRETARY
SHRI VALLABHACHARYA VIDYA SABHA
CHENNAI - 600 106.

Interpretation:

- 1.2.1 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 1.2.2 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement.
- 1.2.3 The words "include" and "including" are to be construed without limitation.
- 1.2.4 The terms "hereof", "hereto" and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be.

2. SECURITY UNIT

2.1 UOFM shall depute its Security Team at the Premises consisting of such number of security guards, security supervisors and Security Officer as directed by Shri Vallabhacharya Vidya Sabha, and accepted by UOFM. The Security team shall comprise of the following Security Officer, supervisors and guards who shall discharge their duties in accordance with the shifts and hours set out below.

DG Vaishnav College

Category	Day Shift	Night Shift	Duty Hrs.
Security Officer	01	00	08 hrs.
Assistant Security Officer	04	01	12 hrs.
Security Guards	13	03	12 hrs.

Hostel

Category	Day Shift	Night Shift	Duty Hrs.
Security Guards	01	01	12 hrs.

2.2 At any point of time, 1 (One) Security Officer, 05 Asst. Security Officers and 18 Security Guards shall be on guard at the Premises. As per the above given shift schedule if for any reason, UOFM shall ensure that Security Guard or the Asst. Security Officer is replaced with an alternate during absents.

2.3 The strength of the Security Unit shall be subject to Shri Vallabhacharya Vidya Sabha's review from time to time. Shri Vallabhacharya Vidya Sabhashall be entitled to direct an increase or decrease in the strength of the Security Unit within 24 hours of written notice to UOFM. Within 24 hours of receipt of this notice, UOFM shall depute the additional guard or supervisor to the Premises. If Shri Vallabhacharya Vidya Sabha informs UOFM that it needs additional guards or supervisor(s) on an immediate basis, UOFM shall ensure that, within 24 hours of receipt of this notice, it deputs the required number of guards and supervisor at the premises.

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R. S.

SECRETARY
SHRI VALLABHACHARYA VIDYA SABHA
CHENNAI - 600 106.

Facilities Manager

PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.

3. SECURITY UNIT CONSIDERATION

3.1 In consideration of the duties and services rendered by UOFM, Shri Vallabhacharya Vidya Sabha shall pay to UOFM a monthly consideration as mentioned in clause 3.2 (the "consideration").

3.2 The Consideration shall be as per the table below and be subject to adjustment if the strength of the Security Unit is increased or decreased, as the case may be.

Category	Day Shift	Night Shift	Duty Hrs.	Unit Rate	Total Cost
Security Officer	01	00	08 hrs.	23000	23000
Assistant Security Officer	04	01	12 hrs.	18500	92500
Security Guards	13	03	12 hrs.	16500	264000
				Sub Total	379500

Hostel

Category	Day Shift	Night Shift	Duty Hrs.	Unit Rate	Total Cost
Security Guards	01	01	12 hrs.	16500	33000
				Grand Total	412500

- 3.3 It is agreed that the consideration is inclusive of payments for statutory holidays and the cost of the reliever or replacement that may be deputed by UOFM and who may be relieved or replaced for reasons other than those attributable to Shri Shri Vallabhacharya Vidya Sabha.
- 3.4 All payments made hereunder shall be made subject to applicable statutory tax withholdings.
- 3.5 UOFM shall submit its invoice/bill to Shri Vallabhacharya Vidya Sabha on the last day of each month with a copy of the attendance sheet of the Security Unit along with a copy of the proof for payment of Provident Fund, Employee's State Insurance and such other statutory deductions, applicable to such services.
- 3.6 Shri Vallabhacharya Vidya Sabha shall make payment, after verifying the bill/invoice, within 10 days of submission of the bill/invoice.
- 3.7 Shri Vallabhacharya Vidya Sabha shall make the payment towards UOFM bill/invoice by cheque favouring "United Overseas Facilities Management Pvt Ltd"
- 3.8 During the pendency of this Agreement, if the minimum wages and other allowances payable to the Security Unit under any law applicable to such services are increased by a notification issued by the Government or local authority, an amount equivalent to such increase, as may be applicable, shall be payable by Shri Vallabhacharya Vidya Sabha. UOFM shall provide a copy of the relevant gazette notification to Shri Vallabhacharya Vidya Sabha.

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PRINCIPAL

**Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.**

[Signature]
**SECRETARY
SHRI VALLABHACHARYA VIDYA SABHA
CHENNAI - 600 106.**

4. SCOPE OF SERVICES

4.1 The Security Unit shall be responsible for:

- 4.1.1 In consultation with Shri Vallabhacharya Vidya Sabha, drawing up a security plan for the Premises for fool-proof security.
- 4.1.2 manning of Premises entrances, exits, gates, lifts and other specific areas identified by Shri Vallabhacharya Vidya Sabha;
- 4.1.3 conduct a thorough check of all vehicles entering/leaving the Premises;
- 4.1.4 maintain registers of all the persons and vehicles entering and exiting the Premises;
- 4.1.5 patrol the Premises at all times during the day and night;
- 4.1.6 ensure that the front gates are used only by authorized individuals and vehicles belonging to the employees;
- 4.1.7 utilise the intercom system at the Premises for security purposes;
- 4.1.8 Such other tasks as may be assigned by Shri Vallabhacharya Vidya Sabha from time to time.
- 4.2 UOFM shall not be responsible for Shri Vallabhacharya Vidya Sabha's assets like vehicles, laptops, cellular phones, pagers, digital diaries, repair kits that are provided to their officers and executives for their individual use in or outside the Premises. Such individual items remain the responsibility of such individuals only and UOFM shall not be liable for their damage or loss whatsoever.

5. REPRESENTATIONS AND WARRANTIES

5.1. UOFM represents to Shri Vallabhacharya Vidya Sabha hereby that:

- 5.1.1. it is a company duly incorporated under the laws of the jurisdiction in which it has been registered and has the ability to enter into this Agreement;
- 5.1.2. it has necessary power and authority to enter into this Agreement and to carry out the obligations hereunder and this Agreement constitutes its valid and binding obligation;
- 5.1.3. it shall pay the Security Unit salaries and other allowances in accordance with the applicable laws;
- 5.1.4. the Security Unit provided by it are trained and equipped with necessary skill to handle security related work and eventualities;
- 5.1.5. it shall provide the Security Unit with security gadgets and equipments such as batons to enable them to discharge their duties;
- 5.1.6. it shall adhere to the rules related to national statutory holidays and shall make alternate arrangements for the security of the Premises during such holidays;
- 5.1.7. it shall adhere to all laws, rules and regulations that are applicable for providing security services.

5.2. Shri Vallabhacharya Vidya Sabha hereby represents to UOFM that:




PRINCIPAL

Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.



SECRETARY
SHRI VALLABHACHARYA VIDYA SABHA
CHENNAI - 600 106.

5.2.1. it is a company duly incorporated under the laws of the jurisdiction in which it has been registered and has the ability to enter into this Agreement.

5.2.2. it has the necessary power and authority to enter into this Agreement and to carry out the obligations hereunder and this Agreement constitutes its valid and binding obligation;

5.2.3. it shall not offer or make any payments in cash or kind to the Security Unit deployed at the Premises for whatsoever reasons and if at all it did so, it shall be entirely at its own risk and UOFM shall not be held liable or accountable for the same;

5.2.4. it shall provide the Security Unit with a cabin in the Premises along with tables, chairs and other necessary facilities;

5.2.5. it shall provide the Security Unit with torches, and consumables such as cells, stationery and such other things to enable them to perform their services efficiently.

6. EMPLOYMENT/ROTATION OF SECURITY GUARDS

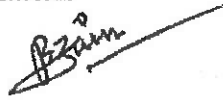
6.1. Shri Vallabhacharya Vidya Sabha shall not offer or directly employ the Security Unit or any of them.

6.2. UOFM shall not rotate or transfer the Security Unit without the Shri Vallabhacharya Vidya Sabha's prior written permission.

7. TERM

7.1. This Agreement shall be effective from 20th August, 2018 and shall be valid for a period of Two years. This Agreement shall be renewable for a further period of Two years or such further period as may be agreed by the Parties.

This Agreement may be terminated either by mutual consent or by thirty (30) days prior written notice served by one Party on the other setting out its intention to terminate the Agreement.



SECRETARY
SHRI VALLABHACHARYA VIDYA SABHA
CHENNAI - 600 106.



PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.



8. ARBITRATION

8.1. Any and all disputes or controversies arising out of or in connection with the interpretation, performance or non-performance, or termination of this Agreement, shall, to the extent possible, be settled in the first instance by prompt and good faith negotiations between the representatives of the Parties. The Parties agree that if a dispute cannot be resolved by mutual consent, the following resolution procedure shall be used to settle the matter.

8.2. Any dispute or difference which may arise, at any time hereafter, between Shri Vallabhacharya Vidya Sabha and UOFM with respect to the true construction of this Agreement or the rights, liabilities and obligations of the Parties shall, except as otherwise herein expressly provided, be referred to arbitration that shall take place in Chennai to be conducted under the Arbitration and Conciliation Act, 1996 by one or three arbitrators appointed in accordance with the said Act. The costs of the Arbitration shall be awarded by the Arbitrators and shall be borne accordingly.

9. FORCE MAJEURE

9.1 The obligations of both the Parties shall remain suspended due to any force majeure events such as Acts of God, fire, lightning, explosion, flood, inclement weather conditions, strike, lock-out, riots, vandalism, terrorism or other law and order problems or any other causes beyond the control of either Party.

10. MISCELLANEOUS

10.1. Entire Agreement: This Agreement embodies the entire agreement amongst the Parties as to the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements and undertakings, amongst the Parties with respect to the subject matter hereof, whether such be written or oral.

10.2. Notices: Subject as otherwise provided in this Agreement, all notices, demands and other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post or by facsimile message addressed to the intended recipient thereof at its address set forth in the Title (or to such other address or facsimile number as any Party may from time to time notify).

10.3. Confidentiality: UOFM undertakes and agrees that (a) it shall not, both during and after the term of this Agreement, without Shri Vallabhacharya Vidya Sabha's prior written permission, disclose to any outsider, or permit any person to examine or make copies of, any documents, materials or records that contain or are derived from Shri Vallabhacharya Vidya Sabha's confidential information and (b) it shall not, during and after the term of this Agreement, disclose to any person for any purpose or use any or all information relating to the Shri Vallabhacharya Vidya Sabha's business.


10.4. Amendments: This Agreement shall not be altered, changed, supplemented or amended except by written instruments signed by the Parties.



PRINCIPAL



**Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600106.**



**SECRETARY
SHRI VALLABHACHARYA VIDYA SABHA
CHENNAI - 600 106.**

10.5. No Waiver: No failure or delay on the part of any Party in exercising any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right or power preclude any other of further exercise of any other right or power hereunder.

10.6. Severability: In the event any or part of the provisions of this Agreement is determined to be invalid, unlawful or unenforceable to any extent, such provision shall be severed from the extent permissible by law provided that such severance does not have any fundamental effect on the transaction.

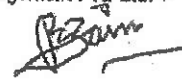
10.7. Costs: Except as otherwise provided herein, each Party shall bear all of its own legal, accounting and other costs and expenses incidental to the negotiations and implementation of this Agreement.

10.8. Laws: This Agreement shall be governed by, subject to and construed in accordance with the laws of India and this Agreement shall be subject to the jurisdiction of the Courts in Chennai,

IN WITNESS WHEREOF the Parties have executed this Agreement the day and year first above written:

SIGNED AND DELIVERED for and
On behalf of UOFM by
Mr. Prakash Chand Jain - Managing Director

) For United Overseas Facilities Management Pvt. Ltd.


)
)

Director

SIGNED AND DELIVERED for and
On behalf of Shri Vallabhacharya Vidya Sabha
by its authorized Signatory Mr. Manoj Kumar Sonthalia)
- Secretary)


)
)

SECRETARY
SHRI VALLABHACHARYA VIDYA SABHA
CHENNAI - 600 106.

in the presence of
Name & Designation

)

NAVIN. S. G.M.

in the presence of
Name & Designation

)

AC VENKATA KRISHNAN
Chief ADMIN OFFICER





PRINCIPAL
Dwaraka Doss Goverdhan Doss
Vaishnav College
Arumbakkam, Chennai - 600108.