

Annual Maintenance Contract Renewal

**OTIS**

Otis Elevator Company (India) Limited  
Northern Region

Unit No. B-53/2, 3rd floor, Tower B The Corenthum, A-41 Sector – 62, Gautam Buddha Nagar, Noida 201301

Tel : (011) 4606-9000/9100, Fax : (011) 4606-9111, website : www.otis.com

*Hipe*  
1054820 - 5%  
1107559 - 5%  
1140786 - 3%  
1175008 - 3%

KENDRIYA VIHAR-II APPT OWNER'S ASSO.  
CUMUNITY CENTRE-I, KENDRIYA VIHAR-II,  
PLOT NO-3, SECTOR-82,  
NOIDA - 201304 , UTTAR PRADESH

Date: January 24, 2023

*H.Y 2019-20 - Basic Renewal*  
*" 2020-21 "*  
*" 2021-22 "*  
*" 2022-23 "*

PAN No : AAAAK5568N

GST No : 09AAAK5568N1Z0

Dear Customer,

Sub: AMC Renewal offer of Contract of OTIS Elevators at your premises-KENDRIYA VIHAR-II APPT OWNER'S ASSO.

Contract No. : MJ7531 No. of Units : 93 Contract type : M Branch ID : NU-Noida 2

We take this opportunity to express our sincere gratitude for your patronage and trust reposed in our services during the current tenure of AMC contract. Please be assured of highest degree of services and our relentless efforts to meet with your expectations so that we can continue this relationship in time ahead and make it more stronger and long lasting.

We would like to bring to your kind notice that the present AMC is expiring on March 31, 2023. Since you are our esteemed customer we would like to provide the below proposal at special rates for multiyear AMC services. However, you may finalize Yearly / Multi-Yearly as per your convenience & strike out which is not applicable. Kindly note, Payment Terms will remain unchanged.

We propose effective April 01, 2023 the elevator maintenance price in the existing contract be revised as under

Period	Apr'2023 To Mar'2024	Apr'2024 To Mar'2025	Apr'2025 To Mar'2026	Apr'2026 To Mar'2027	Apr'2027 To Mar'2028
Basic Amount (Half-Yearly)	1,351,301.00	1,554,040	1,787,105	2,055,131	2,363,431
CGST(Rate 9%)	121,617.09	Taxes as Applicable			
SGST(Rate 9%)	121,617.09				
Total Amount	1,594,535.00				

*They have raised the basic amount by 15% for this year, which is unfair since the services are same. Previously they only raised the basic amount by 3% for AMC. Kindly submit fresh proposal with no outstanding. AMC basic amount changes should not be more than 2.5% as discussed.*

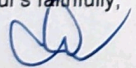
Total Amount (Rounded off to nearest rupee) : 1,594,535

Rupees: Fifteen lacs ninety-four thousand five hundred thirty-five only

Previous Outstanding : 4,974

For any assistance required you may contact us on our 24 hour help line OTISLINE on toll free no. 1800227777 or our Customer Service Executive SAKET KUMAR on his mobile no. 9711772694

Your's faithfully,



**OTIS ELEVATOR COMPANY (I) LTD**

Registered Office : Otis Elevator Company (India) Ltd.  
Magnus Towers, 9th Floor, Mindspace, Link Road, Malad (West), Mumbai - 400 064. Tel.: (91-22) 6679 5151 / 2844 9700  
Fax: (91-22) 2844 9791 / 9793 Email: response@otis.com www.otis.com  
CIN: U29150MH1953PLC009158| PAN: AAACO0481E

Turn over

to refer **TERMS & CONDITIONS**  
to find **BANK DETAILS** for ease of payment  
and our latest **VALUE ADDED PRODUCTS**

*R. Sharma 01/03/2023*

Annual Maintenance Contract Renewal

OTIS

*o/c*

Otis Elevator Company (India) Limited (Northern Region)  
Aggarwal Cyber Plaza - II, Plot No C-7, Netaji Subhash Place,, Pitampura, Delhi - 110034  
Tel : (011) 4606-9000/9100, Fax : (011) 4606-9111, email : response@otis.com, website : www.otis.com

Date: March 17, 2023

KENDRIYA VIHAR-II APPT OWNER'S ASSO.  
CUMUNITY CENTRE-1, KENDRIYA VIHAR-II  
PLOT NO-3, SECTOR-82  
NOIDA, UTTAR PRADESH

*only 2.5% hike from previous year  
as compared to 5% in basic amount  
of AMC  
Rohans 21/3/23*

Dear Customer,

Sub: Renewal of Annual Maintenance Contract of OTIS Elevators at your premises -  
KENDRIYA VIHAR-II APPT OWNER'S ASSO. PLOT NO-3, SEC-82

Contract No. MJ7531 No. of Units: ~~93~~ Contract type: M Branch ID: NU-NOIDA 2

We take this opportunity to express our sincere gratitude for your patronage and trust reposed in our services during the current tenure of AMC contract. Please be assured of highest degree of services and our relentless efforts to meet with your expectations so that we can continue this relationship in time ahead and make it more stronger and long lasting. Being the world's no. 1 company, the passenger and equipment safety have always remained the top most priority at OTIS. We would like to bring to your kind notice that the present AMC is expiring on 31 MAR'23.

We propose effective APRIL 1, 2023 the elevator maintenance price in the existing contract be revised to Rs.12,04,384/- (HALF-YEARLY) as indicated below.

	Amount (Rs.)
Basic Amount	12,04,384.00
Add: - CGST (Rate 9% on 100% of contract value)	1,08,384.50
Add: - SGST (Rate 9% on 100% of contract value)	1,08,384.50

Total Amount (Rounded off to nearest rupee) 14,21,173.00

Rupees: FOURTEEN LACS TWENTY ONE THOUSAND ONE HUNDRED SEVENTY THREE ONLY.

Note: - CASH NOT ACCEPTED

Terms & Conditions

1. TDS deduction certificate must be sent within 30 days to this office, otherwise it would be construed as payment outstanding.
2. Please renew the AMC along with full payment to avoid inconvenience to elevator users on account of suspension of services.
3. All other provisions of existing contract remain unchanged. Upon your acceptance expressed or implied, and as wherein provided, this letter shall according modify our said contract.
4. Interest @ 21% per annum would be levied on delayed payments. Please note unless either written confirmation to refer to the said responsibilities.

Turn over  
**TERMS & CONDITIONS**  
**BANK DETAILS** for ease of payment  
**VALUE ADDED PRODUCTS**

Registered Office : Otis Elevator Company (India) Pvt. Ltd.  
Magnus Towers, 9th Floor, Mindspace Link Road, Malad (West), Mumbai - 400 064. Tel.: (91-22) 6679 5151 / 2844 9700  
For any assistance regarding this you may contact us on our 24 Hour help line OTISLINE on toll free no. 1800227777 or our  
Customer Service Executive BAKET KUMAR on his mobile no. 9717772694.  
Yours faithfully,



Please detach this slip and return along with payment

OTIS ELEVATOR COMPANY (I) LTD

ACCEPTANCE COPY (To be returned to OTIS)

Branch ID: ND-NOIDA 1 Contract No. : MJ7531 No. of Units: ~~93~~ Contract type: M Prop. Price: Rs. 12,04,384/-

3/24/23, 12:42 PM

Gmail - MOM

 Gmail

*MOM KV-II Copy*

Kendriya Vihar <noidakv2@gmail.com>

## MOM

Kendriya Vihar <noidakv2@gmail.com>

Fri, Mar 24, 2023 at 12:41 PM

To: ghanshyam.sharan@otis.com, Hamender.Kardam@otis.com, Saket.Kumar@otis.com,  
kumar.hardeep@otis.com

Bcc: Kendriya Vihar <noidakv2@gmail.com>

Dear Sir,

Minutes of meeting held on 23.03.2023 are attached herewith for your perusal and necessary action please .

Thank you

KV-II AOA

Sector-82, Noida



Interaction Meeting with OTIS.pdf

1641K



AOA KV-II/Minutes-II/2022-23/--

Dated: 23.03.2023

**Minutes of the Interaction Meeting of BOM with OTIS at KV-II society office**  
**held on 23.03.2023**

Following were present in the Meeting:

**From BOM KV-II**

- |                          |                |           |
|--------------------------|----------------|-----------|
| 1. Shri Mohan Lal Sharma | Vice President | In Chair  |
| 2. Dr Lokesh Kumar Sinha |                | Secretary |
| 3. Dr Sunkara Devadas    |                | Treasurer |
| 4. Shri Mahendra Singh   |                | Member    |
| 5. Shri Ramesh Sharma    |                | Member    |

**From OTIS**

- |                         |                        |
|-------------------------|------------------------|
| 1. Shri Hardeep Kumar   | Regional Head          |
| 2. Shri Hamender Kardam | Senior Manager         |
| 3. Shri Saket Kumar     | SSE                    |
| 4. Shri Ghanshyam       | Supervisor Maintenance |

Vice President welcomed all Otis Officers on behalf of New BOM members of the KV II Society. The followings were discussed in details :

**1. Displays of Lifts (inner and outer ) and Alarm/Buzzers.**

The Otis Regional head and Senior Manger assured us that these problems will be rectified and solved in April 2023. As per them since these problems were only brought to their notice in March 2023 by new BOM so they require some time. In our view since these problems are existing for long and their technical staff deployed at the site could have brought these problems to their notice and remedial actions could have been taken without the intervention of BOM of Society.

**2. Deployment of staff, schedule for PMR and safety tests of Lifts.**

Otis Regional Head and officers assured us that one person will be deployed from 0900 to 1800 hrs daily except Sunday for attending the complaints apart from the technical staff deployed for regular PMR and Engineers for Safety checks of Lifts. They also assured us to provide the PMR and Safety test schedules from April 2023 onwards. The Otis deployed persons at the site will report to the BOM member in-charge of lifts or the person authorised by him or BOM in his absence.

**3. Safety precaution Demo. of Lifts.**

Otis officers assured us to give safety precautions demonstration of lifts to the residents / staff of society.

*[Handwritten signature]*

*[Handwritten signature]*



4. **Demo of upgraded/new lifts by Otis.**

On our request Otis has agreed to give Demo of upgraded/ New lifts available with them to help us to decide for replacement or upgradation of lifts. Otis Regional Head has also agreed and offered us to modify the gate of one lift, as auto close and manual open, free of cost for taking decision of upgradation of all lifts.

5. **Rotation of staff Deployed at the site by Otis.**

On our request the Otis has agreed to replace or rotate the existing staff deployed at the site for long time.

6. **Reporting of calls attended and repairs undertaken i.r.o Lifts.**

The Otis officers assured us to upgrade the reporting of calls attended and repairs undertaken by them to the BOM member In-charge of Lifts.

In the concluding remarks Shri Hardeep kumar , Regional Head of Otis assured us that drastic improvement in their services will be seen with in one or two months.

Taking the Cognizance of words and assurances of Shri Hardeep kumar, Regional Head, Otis and their officers, we the BOM members present recommend to the President to go ahead with AMC for one year from 31.03.2023.

The meeting ended with vote of thanks to the Chair.

Rohans  
25/3/23 (RAMESH SHARMA)  
In-charge - LIFTS

(Lokesh Kumar Sinha)  
Secretary

o/c.

# AGREEMENT FOR OTIS MAINTENANCE

Contract Category : Gold

Contract No : MJ7531

Date : 13 Mar 2023

BETWEEN

<p><b>OTIS ELEVATOR COMPANY (INDIA) LIMITED</b>                  Unit No. B-53/2, 3rd floor, Tower B The Corenthum, A-41                  Sector – 62, Gautam Buddha Nagar,                  Noida-201301                  UTTAR PRADESH</p>	<p><b>CUSTOMER</b>                  KENDRIYA VIHAR-II APPT OWNER'S ASSO.                  CUMUNITY CENTRE-I, KENDRIYA VIHAR-II,                  PLOT NO-3, SECTOR-82,                  NOIDA-201304,UTTAR PRADESH</p>
<p><b>Site Address</b>                  CGEWHO                  PLOT NO-3, SECTOR-82,                  NOIDA-201301,UTTAR PRADESH</p>	<p><b>Machine No(s)</b>                  J007531 / J007532 / J007533 / J007534 / J007535 / J007536                  J007537 / J007538 / J007539 / J007540 / J007541 / J007542                  J007543 / J007544 / J007545 / J007546 / J007547 / J007548                  J007549 / J007550 / J007551 / J007552 / J007553 / J007554                  J007555 / J007556 / J007557 / J007558 / J007559 / J007560</p>

This contract shall commence from 01-Apr-2023 and shall continue thereafter until terminated.

## Scope of Otis Maintenance

### 1. Otis Responsibilities:

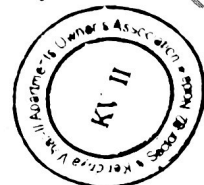
- i. Otis will use trained and appropriately skilled personnel which it directly employs and/or supervises. They will be qualified to keep the Equipment properly adjusted and they will use all reasonable care to maintain the Equipment in efficient, reliable and safe operating condition.
- ii. Planned Maintenance: Otis will in accordance with the terms hereof, regularly examine, lubricate and adjust the Equipment and generally carry out planned maintenance in a systematic and controlled manner using Otis developed techniques and expertise. The frequency of examination will depend on the type of equipment and its location.
- iii. Repair Or Replace Parts: Otis will at its option, repair or replace any parts detailed in the following section 2 which, in its opinion are defective. Parts will be furnished by Otis on an exchange basis under which the replaced parts become the property of Otis. However Otis will not make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, Civil works, improper earthing, improper or temporary power supply, or repairs by others.
- iv. Parts replacement of Otis-make will be valid for 15 years from date of handover from new installation subject to 15 years of continuous Otis maintenance contract with the Customer. This will not be applicable for replacement of parts belonging to third party equipment manufacturer or where the services have not been continuously provided for 15 years by Otis to customer.

### 2. Equipment Covered:

- i. Renew all wire ropes and chains (where fitted) as often as required to maintain an adequate factor of safety, to equalize the tension on all hoisting ropes, repair or replace conductor cables and hoist way and machine room elevator wiring.
- ii. Systematically examine and adjust the following components:  
 Machine & its subassemblies, Motor & Windings, encoder, Worm Gears & shaft, Bearings, Main & deflector, secondary Sheaves, Brake coils, liners and related assembly  
 Ropes or Coated Steel Belts (CSB) & associated parts including spring /rubber/thimble  
 Controller parts-Circuit breakers, fuses, Connectors, switches, Relays & Contactors, PCBs, Resistors, Line reactor, Line filter, Capacitors, Rectifiers, Transformers, Contacts, VF Drive & braking unit.  
 Automatic Rescue device parts like printed circuit board, transformers, circuit breakers, contactor relays  
 Selector system subassemblies like Levelling Devices, Cams, Relays, Rectifiers, Transformers, Contacts, Leads,



*[Signature]*  
 Customer



**GOLD**

- Dashpots, Timing Devices, Steel Selector Tapes and Mechanical and Electrical Driving Equipment
- Governor, Governor Sheave, Shaft Assembly, Bearings, Contacts and Governor Jaws; Governor Tension Sheave Assembly
- Car and Hall push Buttons, Car and Hall Position Indicators, 7 or 16 Segment displays or TFT & Small Monochrome displays Hall Lanterns bulbs or PCB's, Car Direction Indicators and all other Car and Landing Signal Fixtures, as installed by Otis
- Otis Intercom, emergency light and alarm unit including battery, Emergency & Inspection control panel parts like PCB's, circuit breakers, Fireman switch excluding the glass
- Car and Counterweight - Sheaves, Bearings, Car and Counterweight Guide Rails and Buffers, brackets, Car and Counterweight Guide shoes including Roller or Liner, Top and Bottom Limit Switches, Stop switches, Compensating Sheave, compensation ropes/chains, Position reference system door zone sensors/ Magnets/vanes, Load Weighing sensors
- Cabin Safety Mechanism and Cabin bottom Platform
- Interlocks on Landing Door, Car & Landing Door Hangers, Guides, Automatic Power Operated Door Operator including VF drive, Car Door Contact, Mechanical Safety Shoe, 2D electronic door sensor
- iii. Furnish lubricants compounded to Otis' specifications.
- iv. Examine periodically all safety devices and governors and make all customary safety tests

**3. Non-Otis Lifts - Spare Parts:**

The Customer has a right to keep the elevator in usable/working condition, which gives him a right for the replacement of worn out/damaged parts/components. The components/ parts requiring replacement/repair, would be procured by Customer. Otis will endeavor to check the quality and reliability of the components/ parts procured from third party manufacturer/sources to extent possible and reasonable.

The Customer retain its rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for the Customer and only for the limited purpose of maintenance. Customer assumes all liabilities and risks related to such third party software and will ensure it has adequate rights and permissions to allow Otis to have access to such software for purposes of maintenance.

**4. Service Tools:**

The Customer is responsible to secure its right to use any special service tools required to maintain its non-Otis equipment. These tools must be provided prior to Otis beginning maintenance on such equipment.

**5. Spare Parts Inventory:**

Otis will during the term of this contract maintain, a reasonable supply of frequently used replacement parts and lubricants selected by Otis to meet the specific requirements of the units. Otis further agrees to maintain a supply of major components in its National Service Centre available for express delivery in case of emergencies. Availability and delivery of spare parts inventory is subject to the market conditions and availability.

**6. Quality Control:**

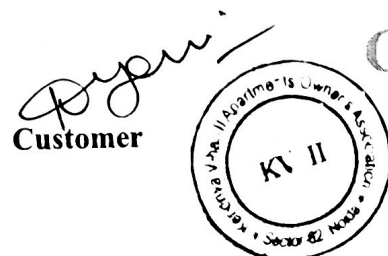
Otis will perform an annual survey of the Equipment to verify that it conforms to Otis requirements. Otis will also conduct periodic field audits of its personnel to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and code consultation to support its maintenance organization.

**7. Safety Tests:**

Otis will periodically examine safety devices and governor of the Equipment to ensure user safety. in addition, Otis will conduct an annual no load safety test on the Equipment. Otis will endeavor in its service, repair and manufacturing facilities to restore the Equipment to normal services.

**8. Wiring:**

- i. Otis will maintain current Otis engineering wiring diagram for the term of this Agreement and the same will be used exclusively by examiners or authorised Otis representatives.
- ii. Customer agrees to provide us with current wiring diagrams reflecting all previously made changes for Non-Otis Units covered by this Contract to facilitate proper maintenance of the Equipment. These diagrams will remain Customer property.



**GOLD**

Customer

9. **Work Schedule:**

- i. All work and services provided for in this Agreement are to be performed during normal working hours on normal working days. Additional costs incurred in carrying out work outside such times will be charged as extra for the overtime premium hours.
- ii. Any non-standard maintenance scheduled as per Customer request will be subject to additional cost.

10. **Call Back Services:**

- i. Emergency Minor Adjustment Call Back Service: Otis will provide emergency minor adjustment CALL- BACK service under this Agreement. This CALL- BACK service will be extended 24 hours on all working days as well as holidays for elevators located in cities/towns where Otis has a Service Centre.
- ii. Chargeable Call Backs: Otis also reserves the right to charge the Customer for Call Backs when such Call Backs are the result of negligence or misuse of the Equipment or by reason of any cause which is beyond Otis' control, such as, Power failure, false calls, vandalism, misuse, Civil works, improper earthing/ temporary power supply, Customer security access system or repairs by others.

11. **Customer's Obligations:**

- i. Access:  
Customer will allow Otis employees free and unhindered access to the Equipment, and the landings, lobbies and machine room associated therewith and all areas mentioned herein.  
These areas should be free of danger of falling objects; of ungrounded electrical wires and of tripping hazards, etc. which would pose a danger to those working on the Equipment.  
With due concern for safety of its employees, Otis reserves the right to suspend services when in their opinion Otis personnel are subjected to hazardous working environment at site.
- ii. Authorised Repairs:  
In the interest of safety of the Equipment and its users the Customer shall not direct or permit the repair, alternation, replacement or any interference with any of the Equipment or any part there of any items specified here in, by any person or organisation other than Otis, its employees or contractors, without Otis' prior consent.
- iii. Reporting:  
Customer will report details of unsatisfactory running or irregular performance of the Equipment and will keep clean and in good condition those parts excluded from this Agreement referred above. Customer will be legally responsible to report all the incidents - whether minor or major, immediately/within 24 hours, in writing to statutory authorities, wherever applicable and to Otis without any exception.
- iv. Lighting/Ventilation: Customer will provide the machine room with adequate lighting, cooling, moisture control, and/or ventilation as may be required in the judgement of Otis to assist its employees/authorised service in providing the work set out hereunder and in enhancing the effective operation of the Equipment.
- v. Restricted Areas: Customer will keep away from any areas enclosing mechanical or electrical equipment, persons other than Otis' authorised employees and those expressly authorised by Otis. These areas will be used solely for their proper purposes. Customer will provide Otis unrestricted ready access to all areas of the building in which any parts of the units are located and to keep all machine rooms and pit areas free from water, stored materials and rubbish/debris. If any unit is malfunctioning or is in a dangerous condition, the Customer should immediately notify Otis and until Otis rectifies the problem, the Customer should agree to remove the unit from service and take all possible precautions to prevent its access or use.  
Customer should agree to display any material relating to safety/use of equipment and warnings to passengers in connection with the use of the elevators.
- vi. Mainline Disconnects  
Otis agrees to engage a qualified electrician to service at least once annually the elevator electrical main switches located in the elevator equipment room.  
Any counters, meters, tools, remote monitoring devices, or communication devices which Otis may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. Customer grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. Customer will restrict access to the service equipment to authorized Otis personnel. Customer agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. Customer will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, Otis will be given access to your premises to remove the service equipment, including



*[Signature]*  
Customer



GOLD



the resident software, at our expense.

Failure to comply with any of above requirements may result in Otis suspending the services until the needful is done in consideration of the potential safety hazard.

**12. Exclusions:**

Otis assumes no responsibility for the following items of elevator equipment, not included in this contract:

- i. External wiring to elevator and to hoist-way/machine room including Earthing, RCBO/ ELCB if not existing, Automatic Rescue Device batteries.
- ii. Cabin panels, ceilings, floorings, hand resting rails, mirrors, other architectural features & 3D or Panachrome door sensor, Security access system components, CCTV equipment & cable, light bulbs/tubes, light diffusers, starters , chokes.
- iii. Doors, cabin/ landing gates / doors, sills, door frames, car cabinet key, door unlocking keys in case of loss.
- iv. ELD/Plasma/LCD displays, electronic touch pad, Car & landing button plates.
- v. Any other item not specifically mentioned as included in the clause 2 of Equipment covered.

**13. Negligence or Misuse of Equipment:**

Otis will not incur expenses and is not required, under the terms of this Agreement, to make renewals or repairs, necessitated by reason of negligence or misuse or any other cause beyond Otis' control except ordinary wear and tear. Cost of such renewals and repairs necessitated by reason of negligence or cause will be charged to the Customer.

**14. Other Safety Tests:**

Otis will not be required to make safety tests other than as set out in section 2 hereof nor to install new attachments, nor carry out structural or other alternations on the Equipment whether or not recommended or directed by insurance companies or by governmental authorities, nor to make any replacements with parts of a different design.

**15. Not an Insurance Contract:**

Otis will not be liable for any loss, damage or delay due to any cause beyond its reasonable control including, but not limited to, lack of shipping space, embargoes, acts of Government, strikes, lockouts, fire, explosion, theft, heavy rains, floods, riots, civil commotion, war, malicious mischief or acts of God. Should damage occur to Otis material, tools or work on the premises from any cause beyond its reasonable control, the Customer shall compensate Otis thereof. Otis will also not be liable for indirect/consequential losses, under this scope of work or any agreement, under any circumstances.

**16. No Possession:**

Otis does not assume or accept possession or management of any part of the Equipment, but such remains the Customer's, exclusively, as the owner or lessee thereof. Otis will not be liable to obtain any licenses, approvals, permissions or alike for or on behalf of the Customer who will be solely liable at their own cost to obtain, maintain and renew requisite licenses, approvals, permissions for operating and using the Equipment. Above scope of Otis maintenance is subject to the Otis Binding Terms and Conditions.

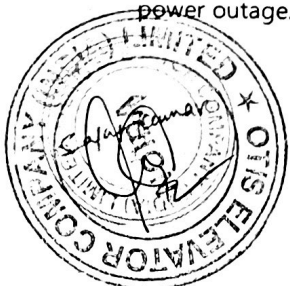
**We have read & understood the Otis Binding Terms and Conditions and the scope of Otis Maintenance and hereby confirm our acceptance to the same.**

### OTIS MAINTENANCE - TERMS AND CONDITIONS

1. **Scope of Services:** On request of the Customer, Otis will provide maintenance services ("Services") to the Customer for the Equipment identified subject to payment of agreed Fee by the Customer to Otis. All 'exclusions' specifically identified will be out of scope of Services and there will be no obligations, responsibilities, liabilities and alike on or of Otis for all or any such exclusions.
2. **Equipment:** Services to be performed by Otis will be limited strictly to the identified Equipment. Equipment is an OTIS elevator/ escalator/ walkway.
3. **Restricted Area:** The equipment machine room, shaft, landing area, electrical room, equipment room and lift pit are identified as 'restricted areas' accessible only to Otis personnel.



4. **Term:** These terms & conditions will continue to remain valid and binding between the Parties subject to price escalation every year and payment of Service Fee on or before the due date as agreed unless otherwise services are terminated.
5. **Service Fee:** The service fee is fixed for one year from date of commencement and is subject to escalation every year. Customer will pay the Service Fee in advance. Payment of Service Fee on time is an essence for provision of Services. In the event customer fails to pay the service fees the services stand suspended with immediate effect and Otis will not be responsible for any liability, damage, claims, arising out of this contract or under the law during the suspension of services.
6. **Delayed Payment:** Without prejudice to what is stated in clause 12, In event of delay or default on part of the Customer in making payment of Fee, customer will pay Otis an interest @18% per annum on unpaid amount till the date of actual payment. Any additional work done or services provided by Otis to Customer which is otherwise not part of agreed Services will be at an additional cost to be paid to Otis in advance. The Customer shall have no right to set-off against sums due under this agreement, any sums, which may be or which the customer may believe to be, due to the Customer from Otis.
7. **Taxes:** The Fee is exclusive of all taxes, cess, duties and other statutory outgoings and the Customer will pay, in addition to the Fee, any tax imposed upon it by any existing or future laws, including but not limited to Stamp duty, GST, and the amount of any tax imposed upon Otis, it's suppliers or the Customer under any statute, court decision, rule or regulation becoming effective after the commencement of Services which is based upon or incident to the transfer, use, ownership or possession of the materials or equipment involved in the performance hereof or the services rendered hereunder. In compliance with Section 171 of CGST Act 2017, the contract price has been determined after due consideration of the applicable taxes as on the relevant date (including but not limited to GST) on input side as well as on output side along with the available benefit of input tax credit as per the law. Any fresh or variation in statutory tax structure will borne by Customer
8. **Approvals:** Customer will be solely responsible at its own cost to obtain, maintain and keep valid during the term of the Services, all requisite approvals, permissions and licenses including lift license (hereinafter "approvals") as required under the applicable laws to operate the Equipment. Otis is not responsible to obtain any such approvals directly or on behalf of the Customer. Customer will submit a copy of lift license, if applicable, to Otis before commencement of Services, and any renewal thereof
9. **Representations, Warranties & Duties of the Customer:** Customer warrants and represents that:
  - i. Customer is the owner of the Equipment or otherwise has sufficient legal rights and authority to enter into this contract for Services. In event of any change in ownership or contractual position the Customer will keep Otis informed else the Customer will continue to be solely liable towards Otis including for payments hereunder.
  - ii. No possession & ownership of the Equipment will be deemed to be passed on to Otis and Customer will continue to be solely responsible as owner & operator for safety, security & upkeep of the Equipment at its own cost.
  - iii. There are no third party claims, legal disputes, litigations, proceedings, action or adjudications pending before any judicial or quasi-judicial forums and statutory or regulatory authorities which may in any manner affect the decision of Otis to enter into agreement.
  - iv. Customer and any of its representative is not named or listed in any sanctioned list(s) issued by any government or law enforcement agencies across the globe which may in any manner affect ability of Otis to enter into this agreement.
  - v. Customer will allow Otis representatives free and unhindered access to the Equipment and restricted areas and ensure safe workplace for Otis personnel. Otis reserves the right to suspend services when in their opinion Otis personnel are subjected to unsafe working conditions at site.
  - vi. Customer will not allow access to Restricted areas and Equipment to any third person. Otis will not be responsible for any damage caused to Equipment or restricted areas or bodily harm or death caused during or after such unauthorised access.
  - vii. Customer will refrain from soliciting or entering into any unauthorized arrangement with Otis representatives, subcontractors and technicians for any purposes.
  - viii. Otis will not be responsible for any loss or damage caused to Equipment due to inadequate power supply or power outage.

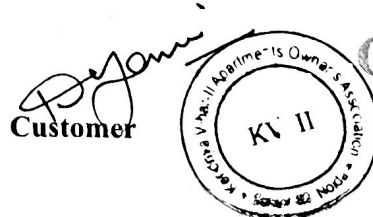


*[Signature]*  
Customer



**SOLD**

10. **Suspension of service and Right to suspend:** In the event, if customer fails or refuses to pay the Service fees on or before the due date the services stand suspended with immediate effect. Further Otis reserves the right to suspend the Services with no further liability or obligation if, at any time, the Customer (i) makes or attempts to make unauthorized arrangement with an Otis representative (ii) allows unauthorized work on the Equipment or the restricted area (iii) does any act or omission which affects the ability of Otis to perform Services or poses any risk to safety & security of Otis personnel and (iv) occurrence of a force majeure events.
11. **Effect of Suspension:** In the event, if customer fails or refuses to pay the Service fees on or before the due date then Otis will not be responsible for servicing the equipment from the due date and customer will be solely responsible for any consequence(s) suffered by the Customer or any third person, including but not limited to any accidents, damages or loss to equipment or other property, bodily harm and injury to or death of any person during the period of suspension of services due to any of the above reasons. Customer without limitation will keep Otis indemnified for any consequence(s) during period of suspension.
12. **Indemnity:** Customer will indemnify and keep Otis and its personnel, management, employee, agents and representatives indemnified against all or any claims, demands, cause of actions, damages, costs, expenses, punitive orders, judgments, actions, legal cost and alike, whether raised by third by part or not, incurred by Otis due to breach of any contractual terms hereof by Customer or its representatives. Not with standing anything under contract or law, the liability of Customer to indemnify Otis will be without limitation in following cases- (i) consequences suffered, including but not limited to death, injury, illness or loss of property suffered or third party claims, during period of suspension of services, (ii) act of bribe/corruption, (iii) unauthorized access to third parties or interference with equipment or maintenance of Equipment, (iv) unauthorized solicitation or business dealing with Otis representatives, (v) breach of intellectual property rights of Otis or third party, and (vi) failure to comply with applicable laws.
13. **Limitation of Liability:** Otis will be liable only for direct damage to Customer if caused due to direct, gross and wilful negligence during performance of Services. Not with standing anything else herein and to the extent permitted by the law, Otis' total liability in contract, tort, strict liability or otherwise arising in connection with the Services shall be limited to the aggregate amount paid by Customer to Otis in the last 12 months for the affected equipment. Not with standing anything else in these terms and conditions, Otis shall in no event be liable to customer for any indirect, incidental, collateral, special, punitive or consequential damages or losses such as loss of revenues, loss of profits, or harm to business reputation, whether foreseeable and whether arising in contract, tort, strict liability or otherwise. Otis liability is expressly excluded for period of suspension of services.
14. **Termination by Otis:**
- i. Convenience – Otis retains the right to terminate the Services at convenience by a written notice of 30 days to the Customer with or without cause.
  - ii. Termination on failure to make payment – Otis retains the right to terminate the Services immediately if the Customer fails to make payment to Otis as agreed and a period of 30 days has expired from agreed due date
  - iii. Termination with Immediate Effect - Otis reserves right to terminate the Services with immediate effect without any prior notice, if
    - a. Customer fails to obtain, maintain or renew any approvals/permissions as per law.
    - b. Customer is involved in any act of fraud, payment of bribery or facilitation fees, corruption or offence involving moral turpitude whether or not for facilitating or expediting any government action.
    - c. Petition has been filed against or by Customer for bankruptcy, liquidation or winding up.
    - d. Legal & beneficial ownership of building has changed or is under dispute with a third party before any statutory authority.
    - e. If Otis finds that, the Equipment has been subjected to unauthorised / unreasonable use or any third-party interference or non-Otis spare parts have been used.
    - f. Otis is prevented from performing any obligation by any cause outside its control.
    - g. If Otis finds that there is a material change in the original intent of the usage of the Equipment or in the function or character of the building.
    - h. Any unauthorized work upon the Equipment undertaken by anyone other than Otis representatives.
    - i. Customer refuses or fails to carry out work or replacement falling outside the scope of Services/agreement, within a reasonable period of time, after written notice from Otis that such work or replacement is necessary.



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- iv. The Customer shall be entitled to terminate the Services forthwith by giving Otis ninety (90) days' notice in writing in either of the following events and Otis' responsibilities and entitlements under these terms and conditions shall cease forthwith:
- where the building is vacated.
  - where The Customer furnishes proof that there has been a change in the legal and beneficial ownership of the building
- v. This Contract will be deemed null and void, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations including but not limited to Indian laws and US Laws as applicable.
15. **Data Privacy:** The products and/or services being provided may result in the collection of Personal Information. Otis and the Customer will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this agreement. With respect to any Personal Information provided by you to Otis, customer shall be the Controller and customer warrant that customer have the legal right to share such Personal Information with Otis and customershall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once customer have lawfully provided Personal Information to Otis, customer and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may authorise internal transfers and may share such Personal Information across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may store Personal Information provided by you on servers located and accessible globally by Otis entities and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other In the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs.
16. **Intellectual Property:** All intellectual property rights, including but not limited to inventions, patents, copyrights, trade secrets, know-how, test results, designs, technical specifications & information, in the systems and deliverables which during performance of Services are delivered by Otis or are part or result of the work performed will be owned exclusively by Otis globally. Any third party owned systems used by Otis for performance of Services will continue to be property of such third party.
17. **Force Majeure:** Otis will not be in breach of this contract or be liable to the Customer if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, but not limited to strikes, lock-outs, industrial disputes, fire, flood, acts of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, epidemic, legislation, regulation, order or other act of any government or entity. Customer will be responsible to ensure conditions are conducive to enable Otis resume Services.
18. **Confidentiality:** These terms and conditions will be treated as a confidential document by the Parties and neither Party will disclose or make public in whole or in part any content of the terms and conditions unless otherwise consented to in writing by the Other Party. Provided the restrictions herein shall not apply where these terms and conditions or part thereof is required to be disclosed under orders of any court or a judicial forum.
19. **Dispute Resolution:** All or any disputes and differences will be resolved amicably by the Parties through mutual discussions. On failure to arrive at an amicable resolution within 15 days of receipt of notice from aggrieved Party, the Parties will refer the dispute for adjudication to arbitration under Arbitration & Conciliation Act, 1996. All such unresolved disputes will be decided by a Sole Arbitrator to be appointed mutually by the Parties within 30 days of receipt of notice and in event of failure to appoint a mutual arbitrator, parties will request the competent court of jurisdiction to appoint an arbitrator. Place of arbitration shall be Mumbai/Bangalore/Delhi/Kolkata (please select appropriate) and the decision of the arbitral tribunal will be final and binding on the Parties.
20. **Notices:** All notices, authorizations, and requests in connection with the Services and terms & conditions must be in writing and will be deemed given as of the day they are received through registered post or in the email inbox addressed



*[Signature]*  
Customer



to the authorized signatory as identified herein this agreement.

21. **Jurisdiction:** The Courts at ..... will have exclusive jurisdiction over these Terms & Conditions and any matter related thereto.

**We have read & understood the terms and conditions and hereby confirm our acceptance to the same.**

**CONTRACT PRICE**

Contract no	No of Units	AMC start date	Payment Terms	Basic Price	Taxes/GST Extra as applicable	Total
MJ7531	93	01-Apr-2023	Half-Yearly	1,204,384	216,789	1,421,173

Contract price(In words) : Fourteen Laes Twenty One Thousand One Hundred Seventy Three Rupees only  
*only 2.5% hike as compared to 3% hike in previous year in basic amount of AMC.*

**KYC DETAILS**

NAME : \_\_\_\_\_ DESIGNATION : \_\_\_\_\_

CONTACT NO : \_\_\_\_\_ EMAIL ID : \_\_\_\_\_

GST NO : \_\_\_\_\_ PAN NO : \_\_\_\_\_

In Case of no GST/PAN Registration, please sign & provide Declaration copy/Form 60, as applicable

Accepted by **THE CUSTOMER**

BY : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

TITLE : *President*

DATE : *25/03/23*

MOBILE NO : \_\_\_\_\_

*9958241400*

**OTIS ELEVATOR COMPANY (INDIA) LIMITED**

BY : **SAKET KUMAR** \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

TITLE : **SSE**

DATE : \_\_\_\_\_

MOBILE NO : **9747772694**



**For any assistance, Call OTISLINE**

**Toll Free Number : 1800 - 103 - 0055 / 1800 - 22 - 7777**

Visit us at : [www.otis.com](http://www.otis.com)

**GOLD**



Kendriya Vihar &lt;noidakv2@gmail.com&gt;

**CGEWHO - REQUESTS TO INCORPORATE THE FOLLOWING CLAUSE IN THE AMC OF LIFTS**

1 message

Fri, Mar 10, 2023 at 2:56 PM

**Kardam, Hamender** <Hamender.Kardam@otis.com>

To: Kendriya Vihar &lt;noidakv2@gmail.com&gt;

Cc: "Kumar, Saket" &lt;Saket.Kumar@otis.com&gt;, "Sharan, Ghan" &lt;Ghanshyam.Sharan@otis.com&gt;, "Sahoo, Biswa" &lt;Biswa.Sahoo@otis.com&gt;

Dear Sir,

This has the refence to the trailing mail & our meeting held yesterday at site.

- We like to inform you that AMC- Annual Maintenance Contract is always renewed for Yearly basis world-wide and it cannot be on prorata basis.

However; we assure you, once you place order for Modernization/ Upgradation, we will terminate the service from the date when execution/ commissioning work would get start & restart the AMC again when we give you handover after completion of modernization work.

We will not charge any amount of AMC for the intermediate period.

Regards

Hamender Kardam

**From:** Kendriya Vihar <noidakv2@gmail.com>**Sent:** Friday, March 10, 2023 1:42 PM**To:** Kardam, Hamender <Hamender.Kardam@otis.com>**Subject:** [EXTERNAL] REQUESTS TO INCORPORATE THE FOLLOWING CLAUSE IN THE AMC OF LIFTS

Dear Sir,

SINCE LIFTS ARE VERY OLD AND WE MAY GO FOR UPGRADATION OR REPLACEMENT IN PHASED MANNER. THEREFORE, THE FOLLOWING CLAUSE MAY ALSO BE INSERTED IN THE AMC AGREEMENT.

"AMC RATE ON PRORATA BASIS MAY BE ADJUSTED OR REDUCED IN RESPECT OF LIFTS UPGRADED ACCORDINGLY DURING THE YEAR".

Thanks &amp; Regards

126/31, 4th Floor Shallimar Square BN Road, Lalbagh, Lucknow-248005

GST No : 09AAACO0481E1ZP

Ref. No. N23TN0261

Contract No. MJ7631

Date 24 Feb 2023

To,  
THE President  
CGEWHO  
PLOT NO-3, SECTOR-82, ,  
NOIDA,201301  
GST No : 09AAAAAK5568N1Z0  
PAN No : AAAAK5568N

Subject : PRAPOZAL OF FOLLOWING ITEM

Ref. Machine No : J007531/J007532/J007533/J007534/J007535/J007536/J007537/J007538/J007539/J007540

Dear Sir/Madam,

We are pleased to submit the following proposal to be carried out at your premises located at CGEWHO in relation to the subject Machine No. J007531/J007532/J007533/J007534/J007535/J007536/J007537/J007538/J007539/J007540

Description of goods	Quantity
ACC DOOR 700x2000CAR-RH LDG-LH	10.000

- A. The above quotations are effective for 30 days from the date of proposal and are subject to change thereafter at our sole discretion and without notice.
- B. Our price quotation is exclusive of all taxes. The price quoted shall be subject to change from time to time at our absolute discretion. If any other tax (including but not limited to levies under GST) applicable to this transaction is levied after the date of this proposal, this will be to your account. The taxes applicable as on date would be as under:

We propose to supply and install the following material(s) in relation to repair of aforesaid machine as per the Terms and conditions as Specified hereunder for the sum of Rs. 226496.00 exclusive of taxes ( Rupees Two Lacs Twenty Six Thousand Four Hundred Ninety Six Rupees only )

Particulars	Amount ( Rs )
Value of Material(s) and Service(s)	226496.30
CGST @ 9.00%	20384.67
SGST @ 9.00%	20384.67
Total	267266.00

2,10,000/=

- C. You would be required to make the full payment on signing of the contract along with the order by way of crossed cheque or demand draft, favoring OTIS ELEVATOR COMPANY ( INDIA ) LTD. Payment by cash will not be accepted.
- D. You hereby undertake to send the TDS deduction certificate under the applicable laws (including but not limited to GST) within 30 days from hereafter
- E. Delivery: We can complete the work in 1 WEEK number of days/weeks from the date of receipt of your order, on signing of the contract, layout approval on technical details which are submitted, subject to your handling one elevator at time days, prior to the above completion period.

*we my please release 50% of general recovery to you 23/2/23*

OTIS:

CUSTOMER :

Pages 1 OF 3

OTIS Elevator Company (India) Limited  
O: +91-22 2844 9700 / 6679 5151  
F: +91-22 2844 9791

Registered Office:  
9th Floor, Magnus Towers,  
MindSpace, Link Road  
Malad (West), Mumbai 400 064  
CIN: U29150MH1953PLC009158  
otis.com

**OTIS**

## CONDITIONS OF CONTRACT

1. You hereby confirm that our workmen shall be given a safe place in which to work and we reserve the right to discontinue our work in the building as and when, in our opinion this provision is being violated.
2. Unless otherwise expressly agreed in writing, it is understood that the work will be performed during our regular working hours of our regular working days. If overtime work mutually agreed upon and performed, additional charges therefore, at our usual rate for such work, shall be added to the contract price.
3. We shall not be liable for any loss, damage, or delay, due to any cause beyond our reasonable control, including, but not limited to, lack of shipping space, embargoes, acts of government, strikes, lockouts, fire, accident, explosion, theft, flood, riots, civil commotion, war, mischief delay in supplies of raw material and components either at our suppliers 'works or at our works due to any or all of the reasons such as energy crisis, electricity cut, rail/road transporters strike, go slow, bandhs, non-availability of essential raw material (iron & steel, pig iron, aluminum, copper, silver, brass stainless steel various alloys, electrical grade steel, etc.), act of God or of the State's enemies or act of third party. Should damage occur to our material, tools or works on the premises from any such cases, you shall compensate us for the same. You agree that we will not be liable to you for any loss or damage by reason of any act, neglect or default on our part or on the part of our agents, servants, or workmen, suffered by yourself or by any other person in the event that any such person or persons files a suit or claim for damages or compensation against you. Without in any way limiting the operation of the foregoing provisions, under no circumstances, whether based on contract, warranty, negligence, strict liability, or otherwise, shall Otis or its affiliates be liable for any special, consequential, indirect, incidental or punitive damages of any kind or character, including but not limited, to loss of profits or revenues, loss of product, loss of use, cost of capital and the like, arising out of or related to any performance under or breach of this agreement.
4. Wherever either in our quotation or in our correspondence a separate price is stated, for labour or erection, the same is done for the facility of recovering advances adjusting the price of the entire contract. The breakup of the contract price into its various components at any stage does not signify any divisibility of this contract involving sale of moveable's at any stage.
5. This contract being works contract for supply and erection/installation, any packing cases, or left over material or tools tackles, instruments etc., brought to site shall remain our property ~~and dismantled old lift material of customer shall become our property.~~
6. We hereby guarantee the workmanship of the apparatus furnished by us under this contract and we will make good any defects not due to ordinary wear and tear or to improper use or care which may develop within one year from date of completion, provided elevator is under our maintenance contract.
7. If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and submitted only to show the general style, arrangement and dimensions of the machinery. In case of any variation between your specifications, terms and conditions and our quotation/ correspondence, our quotation will prevail.
8. The prices quoted are exclusive of GST as currently applicable, should there be any amendments or variation in the rate or methodology for charging the applicable taxes (not limited to levies under GST), the same would be claimed by us as soon as the amount thereof is ascertained and shall be payable by you immediately.
9. In compliance with Section 171 of CGST Act 2017, the contract price has been determined after due consideration of the applicable taxes as on the relevant date (including but not limited to GST) on input side as well as on output side along with the available benefit of input tax credit as per the law.
10. If you cancel the contract or commit a breach of the contract or the contract remains dormant for 54 weeks from signing the contract, we shall be entitled to claim damages and /or compensation including the cost of materials and the loss of profits / administrative expenses at actual or at the rate of 10% of the value of the contract, whichever, is higher.
11. To the extent applicable, you shall be exclusively responsible for procuring permits/licenses from Statutory/ Regulatory Authorities, including but not limited to Lift Inspectorate/ PWD Office and pay all necessary fees for such licenses/ permits and inspection fees. Otis may however at your request provide necessary support towards technical documentation and respond to and clarify technical queries as may be raised by the statutory authorities.

CUSTOMER :

*Handwritten signature and date: 23/3/23*

Pages 2 OF 3

Otis Elevator Company (India) Limited  
O: +91-22 2844 9700 / 6679 5151  
F: +91-22 2844 9791

Registered Office:  
9th Floor, Magnus Towers,  
MindSpace, Link Road  
Malad (West), Mumbai 400 064  
CIN: U29150MH1953PLC009158  
otis.com

**OTIS**



12. Our aggregate liability under contract or law will be limited to 25% of the contract amount. Under no circumstances, whether based on contract, warranty, negligence, strict liability, or otherwise, shall Otis or its affiliates be liable for any special, consequential, indirect, incidental or punitive damages of any kind or character, including but not limited, to loss of profits or revenues, loss of product, loss of use, cost of capital and the like, arising out of or related to any performance under or breach of this agreement
13. This proposal when accepted by you and approved by our authorized official shall constitute a binding contract between us, and all prior representations or arrangements not incorporated herein shall be superseded.)
14. All our employees are covered under the provision of ESI Act, if applicable (ESIC code no.31-7123-A-66) or under the Workmen's Compensation Act or the Company's Group Personal Accident Insurance Scheme as the case may be.
15. You confirm that you are registered with GST Authorities and accordingly hold the GST Registration number.....  
(Please mention 'NOT APPLICABLE' in case the said clause does not apply. By mentioning 'NOT APPLICABLE' you confirm that you are not a registered dealer as per the GST laws).

This order is deemed to be concluded at Mumbai/Delhi/Kolkata/Bangalore (strikeout whatever is Not applicable) and only courts in this place shall have jurisdiction in the event of any dispute whatsoever.

Note: If you wish to place an order on us, kindly sign and return to us both copies of our estimate with requisite amount. On receipt of the same, one copy will be returned to you duly signed by our authorised representative , for your records.

Ref.No. : N23TN0261  
Contract No. : MJ7531

Your's Faithfully  
OTIS ELEVATOR COMPANY (INDIA) LTD.  
Sign [Signature]  
Name : Sanjay Kumar  
Title : SrE  
Contact No. : 9117772694  
Email ID: sanjay.kumar@otis.in  
Date : \_\_\_\_\_  
Acceptance On \_\_\_\_\_ 20 \_\_\_\_\_

(This is electronically generated proposal and no signature is required)

Customer [Signature]  
Name KRISHNA TATE  
Title President  
Signature [Signature]  
Contact No. 9958241400  
Email Id \_\_\_\_\_

OTIS  
Name Sanjay Kumar  
Title SrE  
Contact No. 9117772694  
Email Id \_\_\_\_\_  
Customer Promised Date \_\_\_\_\_

[Signature] 23/3/23

OTIS :

CUSTOMER :

Pages 3 OF 3

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O: +91-22 2844 9700 / 6679 5151  
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**OTIS**