



RISE ABOVE

FINAL AGREEMENT

Date: 12 April 2023

**TO,
LOTUS SCHOOL
PROP. MOHINDER RANI CHARITABLE TRUST
NR. NANDANVAN-2 FLATS
OPP. SHARNAM -1 FLATS
JODHPUR GAM CROSS ROAD
SATELLITE,
AHMEDABAD 380015.**

Kind Attn: Shree Ajit bhai

Dear Sir,

Subject: To Design, Manufacture, Supply, Install, Testing, commissioning and maintaining **One (01)** no. **EPIC** lifts at **Lotus School** in Ahmedabad, Gujarat.

Thank you very much for selecting EPIC brand for your subject requirement and giving us a chance to serve you. We assure you to provide delighted product and services for the entire life of our elevator/s.

We humbly request you to go through all the pages of this agreement covering technical specification, scope of work, Terms conditions of contract, maintenance and delivery clause etc. and arrange to send us back one copy, duly signed and stamped along with agreed advance payment, to enable us to proceed further for booking of you most valued order and onward processing.

All verbal communications /commitments given during negotiation are superseded by this agreement and this signed agreement by both parties will remain as the final agreement for executing your order of subject lifts.

If you require any further information / clarification /details, please feel free to contact us.

With Best Regards,

--

For, Epic Elevators Pvt. Ltd.

Bharat Mistry

General Manager

M: +91-90995 50125

gm@epicelevators.com

Epic Elevators Pvt. Ltd.



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www.epicelevators.com
info@epicelevators.com



A-1311, Mondeal Heights, Iscon Cross Road,
S.g. Highway, Ahmedabad - 380 015, India.



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LIFT INSTALLATION AGREEMENT

Specifications

No. of lifts	01 Nos.
Type of Lift	MRL Rope Gearless Passengers lift
Rated Load in Kg and Pass	8 Passengers, 544 kg
Floor Marking	G,1,2,3
No. of Stops / Openings	4 / 4
Speed in MPS	1.0 M/s.

Technical Specifications

Machine Type	MRL Rope Gearless Machine	
Control Type	Gearless Integrated Panel	
Power Supply	Motor: 440 Volts. 3 Phase 50 Hz A.C (+- 5% Variation) Light: 220 Volts Single Phase 50 Hertz A.C.	
Shaft Net Dimensions mm wide X mm Deep	2000	1800
Overhead in MM	4800	
Pit Depth in MM	1600	
Platform Size in mm wide X mm Deep	1260	1345
Car In size in mm wide X mm Deep	1200	1200
Clear Opening IN mm wide X mm High	900 X 2000	
Car Finish Type	SS Hairline Finish Cabin with 2200 mm height	
Door Operation Type	Center Opening	
Car Door Finish Type	SS Framed Glass Auto door	
Ground Floor Landing Door Finish Type	SS Framed Glass Auto door	
Other Floors Landing Door Finish Type	SS Framed Glass Auto door	
Car Ventilation Type and Number	Blower – 1	
Flooring Type	20mm Recess for flooring by client	
Handrail	S.S Handrail on Rear Side of Lift Car	
COP LOP Type	Pushbutton Type	

EPIC ELEVATORS PVT. LTD.
For **EPIC ELEVATORS PVT. LTD.**



(Authorized Signatory)

LOTUS SCHOOL
Prop. Mohinder Rani Charitable Trust
For *[Signature]*
Trustee

(Authorized Signatory with Rubberstamp)

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Features Included

1	Digital floor positioning indicator	2	Emergency Light in Car
3	Door open & close button in COP	4	Intercom
5	154 beam door sensors	6	Voice Announcement system
7	Alarm Button in COP (With Battery Back-Up)	8	Power saving function for LED Lights
9	Auto fan on/ off	10	Auto Rescue Device to rescue stranded passenger in Case of Power Failure

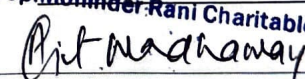
Scope of Work Included

EPIC ELEVATOR SCOPE		CLIENT SCOPE	
1	Agreement Submission	1	Agreement signing and Advance Payment Release
2	GAD submission	2	GAD Approval
3	Lift Erection Permission and Lift License liaising work.	3	Lift Erection Permission & Lift License all require paper Submission and paying all types Fees.
4	1 st stage Lift Materials Manufacturing and Supply at site	4	Lift Manufacturing Starting Payment Release.
5	1 st stage lift material installation work.	5	Site readiness as per approved GAD with Pit, front wall, Plaster, White wash, Umbra, Lockable Store Room (Approximate 50 sq mt per lift near lift shaft at Grd or 1 st floor), Bamboo Scaffolding, etc.
6	Balance Lift Materials Manufacturing and Supply at site	6	Material Supply Payment Release.
7	Balance Lift material installation work.	7	Completion of Cladding, Earthing and balance work, if any, and to provide require Power Supply as per erector requirement informed.
8	Commissioning and Testing of Lift.	8	Final Payment Release
9	PWD Inspection, Handing over and Maintenance of Lift for 12 months.	9	Enjoying Trouble Free Lift for beneficial use.

For **EPIC ELEVATORS PVT. LTD.**


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1. Pricing Schedule

Epic Elevators offers to Design, Manufacture, Supply, Install, Testing, commissioning and maintaining the elevator/s outlined in this offer for a consolidated sum as follows.

epic Elevators offers to Design, Manufacture, Supply and Install the elevator/s maintaining the elevator/s outlined in this offer for a consolidated sum as follows:

PRICING SUMMARY											
SR. NO.	PROJECT NAME	LIFT	LIFT DESCRIPTION	STOPS	PASS NOS.	SPEED MPS	BASIC PRICE	GST 18%	TOTAL UNIT PRICE	UNITS	TOTAL VALUE
1	LOTUS SCHOOL	Passenger lift	MRL ROPE DRIVEN GEARLESS LIFTS	4	8	1.0	₹ 8,50,000	₹ 1,53,000	₹ 10,03,000	1	₹ 10,03,000

NOTES: -

1. Above prices are including Goods and service Tax (GST) @18% of Contract Value which has been considered based on current notification and applicable provisions received. However, any variation / increment in said tax and / or imposition of any new Tax during tenure of this agreement will be adjusted accordingly.
2. The above quoted price includes our charges towards installation, but does not include cost of civil work involved in installation of elevator. The civil work shall be carried out by the client.
3. The offered rate is subject to "PREPARATORY WORK" clause as described in this offer.
4. License and inspection fees, payable to State Government, are extra & to be paid by purchaser of elevator.

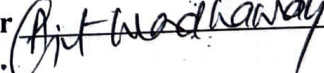
TERMS OF PAYMENT: -

- 30% At the time of signing the agreement
- 30% Advance to start lift manufacturing before supply materials
- 30% After despatch of the lift material at site within 3 days on Prorate basis
- 10% Against Completion of installation work, handover lift license or respective lift for beneficial use, whichever is earlier

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2. Maintenance

Our quotation includes **12 Months** free maintenance. The period of maintenance will be deemed to commence on the date the lift installation is completed and offered for inspection. The date of commencement of this service will remain unchanged irrespective of any delay in building completion, availability of permanent power supply, inspection, lift license, taking over or commencing use of the lift.

Maintenance will consist of regular examinations and any necessary adjustment and lubrication of the equipment by competent employees under direction and supervision. The required supplies and parts will be furnished if needed because of negligence, misuse or accident not caused by us shall be provided at Client's cost. No work or service other than the specifically mentioned here are included or intended.


It is agreed that we do not assume possession or control of any part of the equipment but such remains your exclusively as the owner (or lessee) thereof.

We shall not be liable for any liabilities, criminal or otherwise, unless directly attributable to any action or omission on our part. We shall not be liable for any losses, damages, cost, charges or delays due to any action or omission, whether directly or indirectly, not specifically attributable to us. Under no circumstances shall we be liable for consequential damages.

EPIC's liabilities can only be invoked where it can be proved beyond any considerable doubt that all the instructions, rules and protocols laid down by us were followed by you and your agents to the spirit.

We shall not be liable for any loss, damage or delay to any cause beyond our reasonable control including, but not limited to acts of government, strikes, lockouts, theft, riot, civil commotion, war, malicious mischief or act of God under no circumstances shall we be liable for consequential damages.

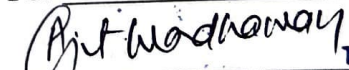
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3. Preparatory Work To be Done by Client / Third party.

You agree at your cost:

1. TO FURNISH, within two weeks (or sooner if required) from the date of acceptance of this proposal, all required data for the performance of this contract.
2. TO DESIGN AND FURNISH a properly framed and enclosed legal elevator hoist way/structure including, if necessary, its extension above the roof, required to withstand the forces and loads resulting from use of the elevator. The hoist way should be lighted and be treated and painted to minimize the accumulation and circulation of dust.
3. TO FURNISH an elevator pit of proper and legal depth below the lowest landing and if require, suitable drains and waterproofing. In addition, a steel ladder should be furnished for access to the pit.
4. TO FURNISH a properly lighted and ventilated fire proof machine room, if require (of sufficient size to accommodate our equipment) including concrete floor or metal grating and to furnish proper access thereto. The machine room walls, floor and ceiling will be treated and painted to minimize accumulation and circulation of dust.
5. TO FURNISH AND INSTALL necessary hoist way door frames, if require, as per EPIC's dimensions, architraves, brick fascia's/steel fascia plates, unless otherwise provided herein.
6. TO FURNISH AND INSTALL Hoisting beam or hook in Lift shaft / machine room slab just above the machine and trap door for lifting the machine in case of emergency.
7. TO DO all painting, except of elevator materials.
8. TO CARRYOUR following civil works involved in the installation of the elevator (Except where the same are included in EPIC scope as mentioned):
 - a. Fixing of steel items in machine room, hoist way & pit.
 - b. Scaffolding for erection of elevator as per our requirement.
 - c. Pocket cutting and grouting for car & cwt. rail brackets / Rag bolts- Epic
 - d. Fixing door sills, iron angles & Fascia Plates as required. - Epic
 - e. Pocket cutting & grouting brackets / bolts for governor and controller - Epic
 - f. Pocket cutting & grouting for governor tension pulley in pit. - Epic
 - g. Pocket cutting & grouting of boxes for hall buttons & indicators. - Epic
 - h. Concrete soles / plinth for machine beams, spring buffer for car & cwt.
 - i. Cutting & finishing of required pockets as per our erector's requirement. - Epic

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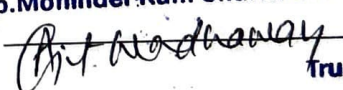


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9. TO FURNISH required power at the machine located at top floor or in machine room terminating in suitable main switches for power and light circuits with circuit breakers, lighting arresters, suitable double Earthing leads to machine room and other electrical protective devices necessary to meet legal code requirements.
10. TO FURNISH Fire Vent (450 mm X 450 mm / 900 mm x 900 mm) beneath M/C. room floor Slab on hoist way wall preferably opening outside of the building. It is required to be covered by metallic mesh non corrosive.
11. TO FURNISH light outlet point at the middle of the Hoist way and a light point in the pit.
12. TO GUARD AND PROTECT Hoistway.
13. TO COMPLETE all work in such time as not to delay our work.
14. TO RELIEVE us of any responsibility in whole or in part for any prorate expenses of electric current, or expenses of any nature relating to the rest of the building and other contractor's work (unless provided for herein).
15. TO PAY all fees that may be required in connection with erection of preparation of the structure in which the elevator equipment is to be erected including any general permit/certificate fees, usually billed by Government agency directly to the owner also including License fees for the installation or inspection of the elevator equipment.
16. TO PROVIDE suitable weatherproof lockup storage accommodation of approximately 50 Sq. per elevator for elevator materials at the ground floor level near the Hoistway. This should be available well before the arrival of the materials. Materials will be delivered at site only after getting such store room.
17. TO PROVIDE and maintain adequate safety and security measures as also retain EPIC safety infrastructure to prevent any injury, to third party or damage, theft or pilferage of material during storage, erection period and until the installation is handed over.
18. TO PROVIDE Steel items such as bearing plates, channels for machine foundation, channel for car & CWT spring buffer, iron angles for sill, supporting for automatic door operation.

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19. TO PROVIDE Separator beams for common Hoistway, steel angles / channels / beams to reduce Hoistway sizes if it is larger than requirement.
20. TO PROVIDE acceptable living accommodation (complete with light, running water & sanitary facilities) for our erection Crew at or near to site for sites located outside of Ahmedabad, Baroda, Surat and Rajkot.
21. TO INDEMNIFY and save us harmless against all liability growing out of your failure to carry out any of the foregoing.

4. Condition of Contract

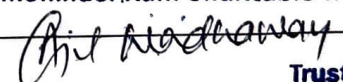
1. Quotations are effective for 30 days from the date of proposal and thereafter are subject to change without notice. **Negotiated Prices are Valid for 24 Hours Only.**
2. The agreed contract price which is subject to variation as per the IEEMA Price Variation clause shall be valid for **12 months** from the date of your acceptance of this proposal. Epic shall furnish detailed price variation clause on request. Should the said period be extended beyond this stipulated time due to (i) failure on your part to effect all payment as per clause 5 below ; and / or (ii) failure on your part to provide data or approve drawings required for the manufacture of the elevator as per clause 4 below ; and / or (iii) delay in completion of the hoist way and machine room, we will submit for your acceptance the revised price prevailing on the date of such quotation and on its acceptance by you, we will programmed the supply and installation of the equipment. In the absence of your acceptance of the revised price and payment of any additional advance that may become due, we may at our option, cancel the order with a cancellation charge as per condition no. 20.
3. The adjustment in price resulting from application of the IEEMA Price Variation clause included in this proposal may be claimed by us as soon as the amount thereof is ascertainable and shall be payable on demand.
4. You agree to furnish us, within two weeks from the date of this agreement, all required data for the performance of the contract. You agree that the hoist way structure along with preparatory work shall be ready and the proper electric power available in suitable place by the required date, after which we are to have their uninterrupted use for installation and adjustment of the elevator(s). If you cannot provide electric power by the required date and the installation of the equipment has been completed, you shall take over the elevator(s) and make payments as they fall due in accordance with clause 5 below. Any delay due to this will automatically extend the contract completion period accordingly.

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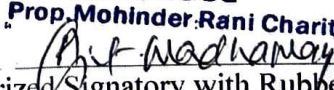


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5. Payment shall be made pro rata per elevator as follows: Payment terms as per the Price page, with the further provision that if we are delayed by any cause beyond our control, the final 10% will be paid to us within 180 days from the date of our advice that materials are ready for dispatch. Partial supplies when made shall be payable pro rata as above. Any payment not made on the due date shall bear interest from such date at the rate of 12% per annum. We reserve the right to dispose of the equipment or to discontinue our work or to withhold the release of completed elevator(s) at any time until overdue payments, with interest, shall have been made as per the terms and conditions and we have assurance satisfactory to us that subsequent payments will be made as they fall due. We shall resume the work subject to our other manufacturing and / or erection commitments or schedules at that time. Provided that, this will in no way relieve you of your liabilities and obligations under this Contract.
6. It is agreed 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 whenever, in our opinion, this provision is being violated.
7. Unless otherwise agreed, it is understood that the work will be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rate for such work, shall be added to the contract price.
8. Under no circumstances shall either of us be liable for any loss, damage or delay due to any cause beyond your/our reasonable control, including but not limited to lack of shipping space, embargoes, acts of any Government, strikes, lockouts, fire, accident, explosion, theft, flood, riots, civil commotion, war, malicious mischief, delays in supplies of raw materials and components at our Works due to any or all of the reasons, such as energy crisis, electricity cut, rail/road transporter's strike, go-slow, bands, non-availability of essential raw materials (iron and steel, pig iron, aluminium, copper, silver, brass, stainless steel, various alloys, electrical grade steel, etc.), act of God or of the State's enemies, or act of third party. Delay resulting from any cause beyond your/our reasonable control shall extend the time for completion of the work and the commencement of the free maintenance period. If for any such reasons, we cannot supply the equipment covered by this contract within 52 weeks from the date of your acceptance of this proposal, we may, at our option, cancel the contract without being liable to pay any damages or compensation. Under no circumstances, shall either of us be liable for special, indirect or consequential loss or damages of any kind.
9. The title to each elevator shall pass to you when all payments for such elevator are received. We shall retain the right to lien and the right to retake possession of the elevator or any part thereof at your cost if default is made by you in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, extension of time for payment, or any security which we might hold, or the sale, mortgage or lease

For EPIC ELEVATORS PVT. LTD.

 
(Authorized Signatory) Signatory

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(Authorized Signatory with Rubberstamp) Trustee

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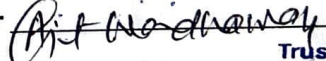
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- of the premises. This will be without prejudice to our right to recover the unpaid amounts and interest by any means or process or proceedings
10. Whatsoever. We shall be entitled to recover from your legal expenses incurred in collecting payments hereunder.
 11. The contract is an indivisible works contract for supply and erection of lifts for consideration as specified in the Price Schedule.
 12. We hereby guarantee the material supplied and the workmanship of the elevator(s) under this contract for a period of 18 months from the date of initial supply of materials or 12 months from the date of completion of each elevator whichever is earlier, and we will correct and make good any defects not due to ordinary wear and tear, improper use, or lack of care, which may develop during this period. This guarantee (a) does not extend to consequential loss and/or damages and (b) is null and void in case of tampering and/or if maintenance, repairs and modifications are carried out by unauthorized persons.
 13. We shall not be required to install or alter any equipment requested by Government Authorities at their discretion and not specifically incorporated in the local codes. However, such changes as well as changes in local codes after the date of this proposal if feasible will be undertaken by us at extra cost.
 14. If there are any changes, modifications, additions, deletions or extras to the scope of work outlined in this proposal, which are agreed to by us in writing, then, in such event, the contract price and the delivery period will be adjusted accordingly on mutually agreed terms and conditions.
 15. This contract being an indivisible Works Contract, any packing cases, or left-over materials or tools tackles, instruments, etc. brought to site are and shall remain our property. We reserve the right to sub-contract the work as and when we deem fit.
 16. If any descriptive matter, drawings or illustrations are furnished with our proposal, they are approximate and submitted only to show the general style, arrangement and dimensions of the machinery offered.
 17. The equipment offered by us has been described in our attached specifications and complete equipment will be supplied and installed as per standard Epic design, manufacture and practice. In case of any variation between your specifications, terms and conditions and our quotation/specifications/correspondence, the latter shall prevail.
 18. If materials supplied by us, whether installed or not, are required to be reconditioned/replaced at a later date due to delay on account of (i) non availability of power supply or other incomplete work by you, (ii) force majeure conditions, the related cost shall be payable by you on demand.

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19. The equipment and materials involved in the execution of this Works Contract will be covered against risks during transit, storage and erection at site by a 'marine-cum-erection' policy and our liabilities will be restricted to the terms and conditions, warranties and exclusions specified in the insurance policy. The insurance cover will be valid for the period mentioned in the delivery clause of this contract or six months from the first shipment of materials to site whichever is later. In case the insurance cover has to be extended because of delay in erection due to reasons attributable to you or because of force majeure conditions, the additional premium will be to your account.
20. If you cancel the contract and/or commit a breach of contract and or contract remains dormant for 26 weeks from signing the contract, we shall be entitled to claim damages and/or compensation on following terms.
- The client shall pay 15% of the contract value to **Epic** if the contract is cancelled before the relevant drawings are prepared by **Epic**.
 - The client shall pay 25% of the contract value of **Epic** if the contract is cancelled within one month after the drawings are prepared.
 - The Client shall pay 80% of the contract value to **Epic** if the contract is cancelled after intimation that the materials for the client's elevator/s are ready for dispatch.

Any taxes as may be applicable on the amounts retained aforesaid shall be reimbursed by the client.

21. All disputes, differences and claims whatsoever which shall at any time arise between the parties hereto or their respective representatives concerning this contract and all other documents in pursuance hereof as to the rights, duties, obligations or liabilities of the parties hereto respectively by virtue of this contract shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time. Such arbitration proceedings will take place in Ahmedabad only and shall be subject to jurisdiction of the Courts in Ahmedabad.
22. The amount /advance paid as per the terms of contract will be subject to lien and apportionment over the expenses of the contract by **Epic**, subject to condition that same has to be informed to the PARTY in writing. The PARTY agrees that the decision of **Epic** will be final in this regard and the party agrees that the same will not be challenged on any legal grounds.
23. This proposal when accepted by you and approved by our authorized official shall constitute the entire contract between us and all prior proposals, quotations, agreements, understandings, representations and arrangements not incorporated herein are superseded.

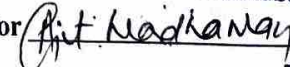
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24. Any change in contract conditions after signing this contract, will be valid and binding only if the same are in writing and signed by authorized person from Head office of **Epic** situated in Ahmedabad.
25. The contract would be deemed to be concluded at Ahmedabad, after allocation of contract number by **Epic**.
26. The price/s quoted herein is/are inclusive of GST. If there should be any amendment or variation in the rate or methodology for charging GST, and/or, should be any new levies be imposed in respect of any of the activities or events under this contract, by the Central / State Government and/or any Local Authority, the entire burden of any additional levy or quantum of levy shall be payable by you on demand at any time, in addition to the price/s stated herein.
27. **Delivery:**
- a. We can Supply the elevator material in **60 Days** from the date of receipt of order, advance payment, layout approval and settlement of all technical details whichever is later. Completion of the elevator installation shall be in **60 Days** from the date of payment realization and handing over of site in all respect.
- b. The above completion period is subject to your handing over to us for uninterrupted use a clear dry elevator hoist way structure complete in all respects as per approved layout drawing along with preparatory work and power supply **12 weeks** before the completion date indicated in (a) above.
- c. If during the inspection of site, we observe that there is a delay in completion of the Hoistway structure or availability of power supply, we may at our option delay the final assembly of materials and shipment to site so as to synchronize with the hoist way and machine room completion date. In such an event, a fresh completion date will be established depending upon minimum installation time indicated in (b) above
28. If for reasons not attributable to **Epic**, workmen have to be moved out your site, in such case your will have to pay the additional cost involved in re-deployment in the workforce as & when demanded by **Epic**
29. You shall exclusively be responsible for procuring certificates/permits/licenses from statutory/ Regulatory Authorities, and pay all necessary fees for such certificates / licenses /s permits and inspection fees.

For **EPIC ELEVATORS PVT. LTD.**
EPIC ELEVATORS PVT. LTD.


(Authorized Signatory)
Authorized Signatory

Epic Elevators Pvt. Ltd.

LOTUS SCHOOL
Prop. Mohinder Rani Charitable Trust
For 
Trustee

(Authorized Signatory with Rubberstamp)

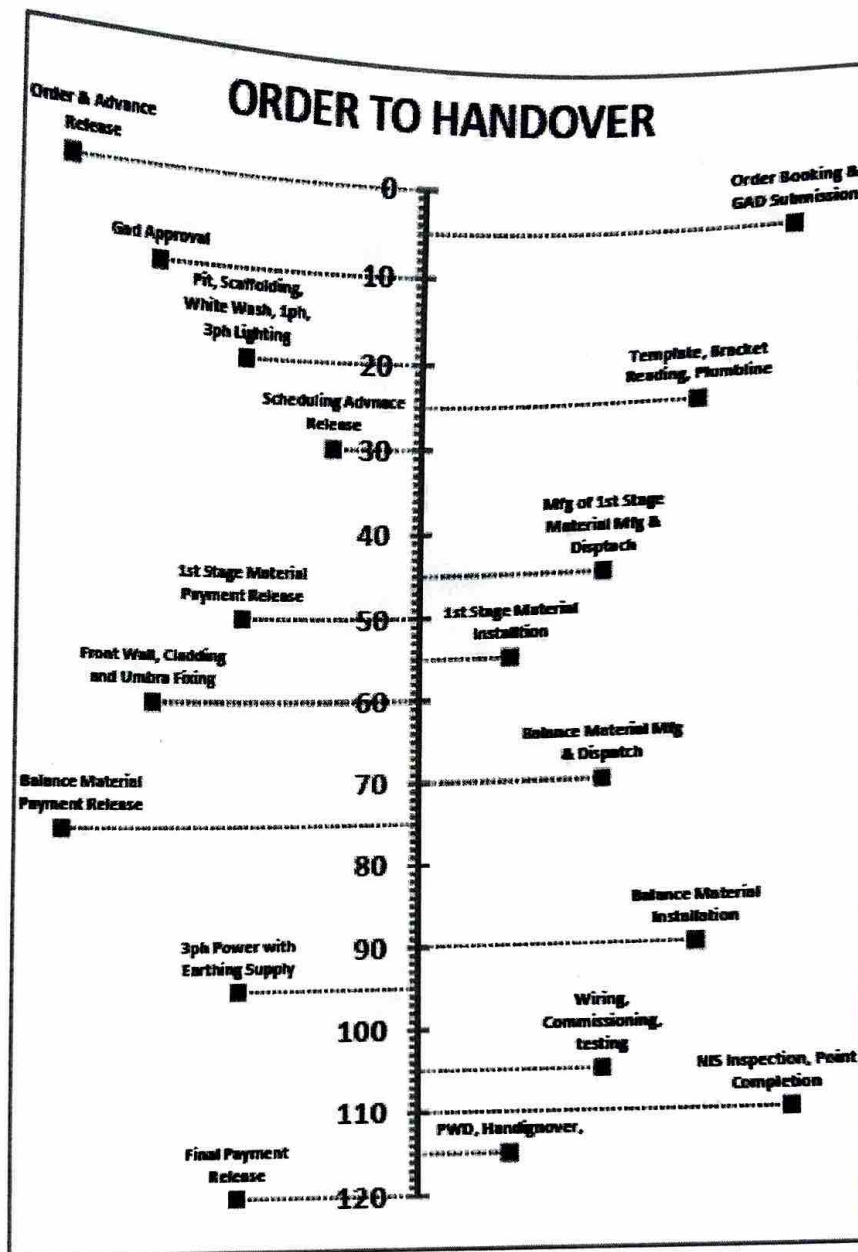
+91 9879250125
+91 9737050125

 www.epicelevators.com
info@epicelevators.com

 A-1311, Mondeal Heights, Iscon Cross Road,
S.g. Highway, Ahmedabad - 380 015, India.



RISE ABOVE



EPIC ELEVATORS PVT. LTD.
For EPIC ELEVATORS PVT. LTD.

Authorized Signatory
(Authorized Signatory)

LOTUS SCHOOL
Prop. Mohinder Rani Charitable Trust

For
Trustee
(Authorized Signatory with Rubberstamp)

Epic Elevators Pvt. Ltd.

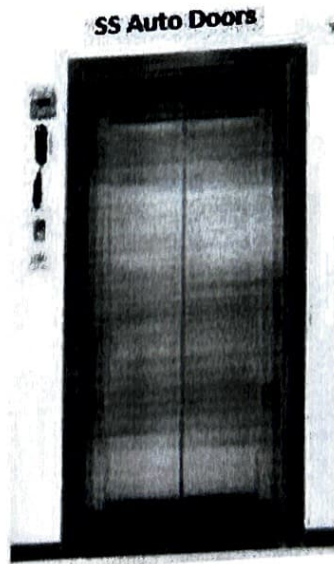
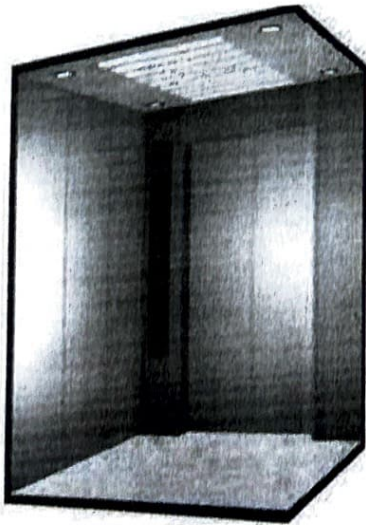
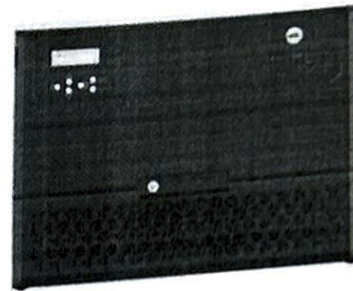
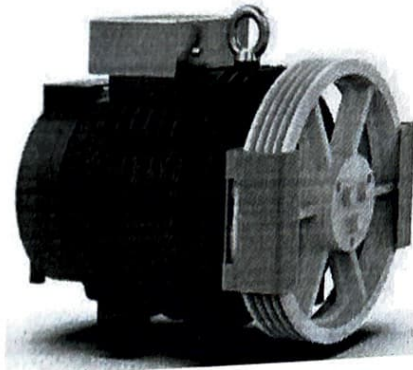
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RISE ABOVE



Above images are for visual presentation.

EPIC ELEVATORS PVT. LTD.

(Authorized Signatory)

LOTUS SCHOOL
Prop. Mohinder Rani Charitable Trust

For *[Signature]* Trustee

(Authorized Signatory with Rubberstamp)

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EPIC ELEVATORS PVT. LTD
A-1311, MONDEAL HEIGHTS
NR WIDE ANGLE CINEMA,
ISCON CROSS ROAD,
S G HIGHWAY
AHMEDABAD
State Name : Gujarat, Code : 24
E-Mail : account@epicelevators.com

Receipt Voucher

No. : 23

Dated : 17-Apr-23

Particulars	Amount
Account :	3,00,000.00
Lotus School	
New Ref 23	3,00,000.00 Cr
Through :	
HDFC BANK A/C	
On Account of :	
Ch.no.-003613 ch.dt - 14.04.2023 BOB	
Bank Transaction Details:	
Lotus School,Bank of Baroda (India)	
Cheque/DD 003613 14-Apr-23	3,00,000.00
Amount (in words) :	
INR Three Lakh Only	
	₹ 3,00,000.00


Authorised Signatory