



N. L4.09.008/ 061  
New Delhi, 18 January 2019

Dear Sir,

The Italian Embassy Cultural Centre has accepted the proposal by your company **Johnson Controls Hitachi Air-Conditioning India Limited** (hereinafter referred to as JCH-IN) for Annual Maintenance Contract (AMC) of its air conditioning and heating system, for a period of one year, for a total amount of INR 214170 (two lakh fourteen thousand one hundred seventy) inclusive of GST.

Payment will be made in two instalments upon presentation of Proforma Invoice. The 1<sup>st</sup> instalment of INR 107085 (one lakh seven thousand eighty five) will be paid upon signing this contract and upon your raising the Tax Invoice and the 2<sup>nd</sup> instalment of INR 107085 (one lakh seven thousand eighty five) will be paid upon your raising the Tax Invoice in June 2019.

All the terms and conditions mentioned in the attached AMC, which forms an integral part of this Contract, will be followed strictly by both parties.

1) The present Contract will commence on 01/01/2019 and will end on 31/12/2019. It shall not be renewed automatically after its expiry on 31 December 2019.

2) JCH-IN will attend to all calls and complaints lodged by the Italian Embassy Cultural Centre on a priority basis.

3) As far as the preventive maintenance calls are concerned, JCH-IN shall carry them out during the period of the contract as per the following schedule:

1<sup>st</sup> maintenance call will be in January 2019

2<sup>nd</sup> maintenance call will be in March/April 2019 at the time of starting the cooling system.

3<sup>rd</sup> maintenance call will be in July 2019

4<sup>th</sup> maintenance call will be in October 2019 at the beginning of the cold season.

The dates of the above mentioned calls will be agreed upon mutually by email to be sent by JCH-IN.

4) JCH-IN cannot lease to others, in whole or in part, the execution of the works, which are subject of the present Contract.

5) In carrying out the services under this Contract, JCH-IN assumes full responsibility in case of accidents or damages caused to persons or to things, either of the Italian Embassy Cultural Centre or of a third party, due to negligence on the part of JCH-IN. In no way will materials or tools be left abandoned in the premises or improperly handled while carrying out the works under this Contract.

6) As a safety measure, JCH-IN will ensure that its workers are insured against accidents and that they are provided all safety gear and equipment while carrying out their jobs inside the Cultural Centre's premises.

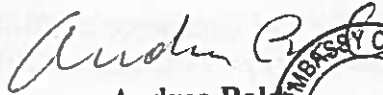
7) As a security measure JCH-IN will provide the names of its workers to be deployed inside the Cultural Centre, for necessary permissions.

8) The present Contract does not entail any direct employment between the people sent by JCH-IN to carry out the maintenance jobs and the Italian Embassy Cultural Centre.

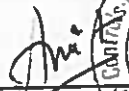
9) In case JCH-IN does not execute in a satisfactory manner its obligations, the Italian Embassy Cultural Centre can terminate the present Contract with a written notice of thirty days and claim the balance amount (calculated on monthly basis on the number of balance months), which JCH-IN will be obliged to return.

JCH-IN also reserves the right to withdraw from the present Contract with 30 days' prior notice and settle in favour of the Italian Embassy Cultural Centre the balance amount (calculated on monthly basis on the number of balance months).

10) Every controversy that arises in connection with the present Contract will be resolved through a board of arbitrators comprising three members. Each contracting side will have the right to nominate a member, and the two members will nominate a third member who will perform the function of the President of the Board. The Office of the Arbitration Board will be the Italian Embassy Cultural Centre in New Delhi. The decision of the Board will be binding.

  
Andrea Ballo  
Director



  
AMIT KUMAR  
\*Seal, name and signature of authorized signatory  
For Johnson Controls Hitachi Air-Conditioning India Limited  
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New Delhi 110020