

FORM – E1

[See sub-rule (1) of rule 9]

AGREEMENT

[Note: This agreement is to be executed between owner and the registered person.]

AGREEMENT.-

(IN ACCORDANCE WITH THE RULE AND CONDITIONS FOR GRANT OF REGISTRATION)

An agreement made on this. day of the month
. of the yearbetween M/s./ Shri/ Smt.
herein after called as the prospective owner of the one part and M/s. /Shri/ Smt....
. hereinafter called the Registered person of the part.

WHEREAS at the request of the prospective owner, the Registered person has agreed for the installation of lift (s)/escalator (s) / passenger conveyer (s) at door No. Street. Town or Village. Subject to the following conditions and also to complete and handover the same to the owner along with the test and completion report in satisfactory good working condition and in accordance with the relevant rules in force on or before day. of (the month) the year.

NOW THIS AGREEMENT WITNESS AS FOLLOWS

- (1) In this agreement unless the context otherwise required rules mean the following rules as amended from the time to time.
 - (a) (i) Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010,
 - (ii) National building code, 2005
 - (iii) The Karnataka Lifts, Escalators and passenger conveyer Rules, 2015.
 - (b) B I.S. means Bureau of Indian Standards
 - (c) International Electro Technical commission (IEC)
 - (d) Supply Authority means any Licensee who has undertaken to supply energy in the areas.
- (2) A copy of the estimate with specifications of the materials to be used and agreed rates and the probable total cost of the work shall accompany this agreement duly signed by the prospective owner and the registered person.
 - (3) The registered person shall not petition for the revision of rate mentioned in the estimate (Under item 2) under any circumstances under any stage of work during the period of contract unless mutually agreed upon by the owner and registered person in writing.
 - (4) The registered person shall adopt any addition or alteration at the request in writing of the owner at least three days in advance to such alteration or addition. Rates for such alteration addition, if not covered in the estimate shall be mutually agreed upon in writing.
 - (5) All amounts received towards the works by the registered person shall be acknowledged on receipt only. Such receipt shall be preserved by the owner. Copies of such receipts shall be preserved by registered person.
 - (6) The registered person may extend the period of contract for the completion of the work with the consent of the owner in writing stating clearly the period of extension agreed under intimation to the Inspector of Lifts, Escalators or Passenger conveyer or authorized officer.

- (7) If the delay is caused due to unsatisfactory progress of civil work such delay caused shall be immediately intimated by the registered person to the owner and the Inspector of Lifts, Escalators or Passenger conveyor or authorized officer in writing and further extension of period for completing the installation work will be decided upon, in consultation with the registered person.
- (8) The registered person's shall get the work done only through authorized technicians, under direct supervision of authorized engineers under his employ.
- (9) The registered person shall use materials conforming to the BIS standard or other equivalent standard and execute the works as per rules.
- (10) The registered person shall stand guarantee for a minimum period of one year from the date of hand over for any defect in the installation which may appear due to bad workmanship during execution and replace any defective materials and rectify the defects of bad workmanship free of cost during the guarantee period.
- (11) (a) The owners shall enter into an agreement with the supply authority and pay all the required deposits towards the service mains, supervision charges monthly minimum, etc., to the supply authority without undue delay to facilitate the registered person to get the installation tested.
(b) The registered person shall not be responsible for the delay in servicing the installation, provided that the completion report has been handed over to the owner in advance before the expiry date of the agreement period.
- (12) In case of a difference or dispute between the registered person and owner during execution of work regarding the quality of materials or workmanship, the same shall be referred to the Chief Inspector of Lifts, Escalators and Passenger conveyors, by either party giving seven days clear notice of his intention to do so to the other party.
- (13) The Chief Inspector of Lifts, Escalators and Passenger conveyors' decision regarding dispute in quality of the material used and workmanship shall be final.

Signed and sealed by the said parties of the month. of year.

Signature of the Owner

Signature of the registered person with seal of the firm,
Registration No and Validity

In presence of witnesses.

(1)

(2)