



असम ASSAM

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CONTRACT AGREEMENT

This Agreement is made at Guwahati, Assam this 17th day of September, 2012 (the 'Agreement')

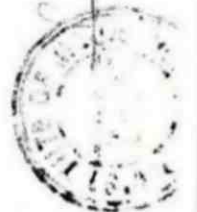
Between

THE GOVERNOR OF THE STATE OF ASSAM acting through the Director, *Directorate for Welfare of Tea & Ex-Tea Garden Tribes*, (hereinafter-referred to as the "WTT" or "The Lessor" which expression shall, unless the context otherwise requires, include its successors and assigns) of the One Part;

AND

H.P. Institute of Insurance, 26, Shreenagar Path, G.S. Road, Guwahati-5 a trust/society/company incorporated under the Companies Act, 1956, having its registered office at Guwahati (hereinafter referred to as "The Lessee") which expression shall include, where the context so demands, its successors and assigns) of the Other Part;

Vijay Kumar Baruah
Director
Welfare of Tea & Ex-Tea Garden
Tribes, Assam, Guwahati-32



"The Lessor" & "The Lessee" are individually referred to as "Party" and collectively as "Parties".

WHEREAS

- (a) The Directorate of WTT is desirous of refurbishing and Operation & Maintenance of 50 Skill Development Training Centres already part developed in 14 districts across the state of Assam on Public-Private-Partnership (PPP) basis with either a Company/ Firms/ Registered Society / Trust / Central Govt Institutions / Government Aided Institutions, more particularly defined under Article 1.1 herein and hereinafter referred to as the 'Skill Development Training Centres' and listed under **Schedule "A"**.
- (b) WTT intends to lease out the identified Skill Development Training Centres listed under **Schedule-'A'** for refurbishing and Operation & Maintenance on a long term lease of **15 years**.
- (c) The WTT had carried out a transparent bidding process in the month of **July, 2012** and the Lessee had been selected through the said process. A Letter of Intent (LoI) **No.DTWG/DEV/8/2011/107 dated 28/08/2012** has been issued to the Lessee for the same.
- (d) The Lessee, **H.P. Institute of Insurance, Guwahati** is a renowned **Multi Disciplinary Organization** involved in imparting quality vocational education in both general and technical fields.
- (e) The Lessor has agreed to provide to the Lessee the Skill Development Training Centres free from all encumbrances, charges, mortgages, lien, court (litigation), attachments or any kind of charges.
- (g) The Lessee has paid the Lessor a Demand Draft of **Rs. 30 Lakhs (Thirty Lakhs only)** as Performance Security in the form of a bank guarantees/draft from **(.Korus Vysya Bank, FD No. 411150100000360/1.....)** Dated 10/09/2012. The Performance Security shall be maintained with the Lessor till a minimum of 20 SKDCs have been made Operational with in the time schedule as provided under **Schedule B**.
- (h) It has now been agreed to, by and between the Parties, hereto that the Lessor shall give and the Lessee shall take on lease the Skill Development Centres marked as **Schedule "A"** on the terms and conditions and in the manner hereinafter provided.

Korus Vysya
Director
Welfare of Tea & Ex-Tea Garden
Tribes, Assam, Guwahati-32

Blom
10/09/2012

NOW THIS Lease Agreement witnesseth and it is agreed by and between the Parties hereto as follows:

ARTICLE - 1

DEFINITIONS

- 1.1 **'The Skill Development Training Centres'** shall mean and include all the land and structures & premises containing an area approximately 1300 square feet of constructed space per SKDC in addition to the land holdings each measuring different dimensions as provided under "**Schedule A**" at various locations in 14 districts across Assam along with the easement rights annexed hereto and marked as **Schedule "A"**.
- 1.2 **'Project'** shall mean Refurbishment and Operation & Maintenance of the identified SKDCs provided under "**Schedule A**" under the **Public-Private-Partnership** mode with all constructions required for the project and including but not limited to the furniture, fixtures and equipments, **other related facilities installed or affixed and all additions, modifications, alterations and extensions thereto as may be affected by the Lessee from time to time, as per the approved and sanctioned plans.**
- 1.3 **'Transfer'** with its grammatical variations shall mean and include transfer of possession by way of 'Lease' of the SKDCs as provided under "**Schedule A**".
- 1.4 **'Force Majeure'** shall have the meaning as set out in Article 16.
- 1.5 **"Date of Possession"** means the date of handing over the possession of the SKDCs by the Lessor to the Lessee. For all practical purposes, it would be the Date of this Lease Agreement, unless specified otherwise.
- 1.6 **"Commencement of Operations of the Project" or "Commercial Opening Date (COD)"** shall mean the date when any one of the SKDCs as provided under "**Schedule A**" and related facilities whether in full or part thereof are open for use by the "Lessee".
- 1.7 **"Estimated Date of Completion (EDC)"** shall mean the date on which all the SKDCs as provided under "**Schedule A**" are operational, i.e. 12 (Twelve) months from the date of handing over of the possession of the SKDCs to the Lessee
- 1.8 **"Lease"** shall have the meaning as set out in Article 2.
- 1.9 **"Term"** shall have the meaning set out in Article 5.

Director

Welfare of Tea & Ex. Tea Garden

1.10 "Prudent Utility Practices" means (in the absence of any express provision in the Technical Specifications or Performance Standards) the methods and standards, on any particular issue of construction, restoration, operation and Management of the Facilities (i) of any **Competent Authority**, and (ii) **as would be followed by a prudent and experienced construction contractor and/or operator, in a project of similar nature and magnitude to the Project as per the generally accepted standards of quality and performance.**

Wahana Bora
Director
 Welfare of Tea & Ex-Tea Garden
 Tribes, Assam, Guwahati-32

ARTICLE - 2

GRANT OF LEASE

Unless terminated in accordance with the provisions of this Agreement and on the Lessee meeting its obligations including but not limited to by way of providing maximum subsidy in terms of fees to trainees belonging to the Tea and Ex-Tea Garden tribes, the Lessor hereby grants to the Lessee and the Lessee hereby accepts the leasehold right in the identified SKDCs as provided under "**Schedule A**" along with vacant, uninterrupted and unobstructed possession of the Land parcel together with the right to refurbish, finance, operate and maintain the Project for the specific objective of providing vocational training to the trainees and any other ancillary activity connected with operating of the Project without interruption of any nature whatsoever from the Lessor or any person claiming for and on behalf of the Lessor for the Term (As set out in Article 5) and on the terms and conditions as set out in the Agreement.

ARTICLE - 3

DEVELOPMENT OF THE PROJECT

(FINANCE, REFURBISH, OPERATE & MAINTAIN)

- 3.1 The Lessee shall refurbish the identified SKDCs and completed in accordance with the plans prepared by it and duly approved and sanctioned by the appropriate Development Authority and/or any other statutory Authority as may be required from time to time by the relevant statutes applicable to the context.
- 3.2 Be it mentioned here that while refurbishing the SKDCs in addition to their operation & maintenance the Lessee has to ensure adherence to the conditions of the local laws/ bye-laws as applicable



- 3.3 The Lessor will give vacant uninterrupted & unobstructed possession of the SKDCs, free from all encumbrances, within 30 days of signing of this agreement to the Lessee and on payment of such amount as may be mentioned here under.
- 3.4 Subject to Force Majeure, the Lessor fulfilling its obligations under this Agreement and the grant of all requisite approvals from the concerned authorities, the Lessee shall, as soon as possible and not later than 90 days of execution of this Agreement start refurbishment of the SKDCs and shall take all necessary steps to commence operations within 180 days of the handover of the SKDCs to the Lessee.
- 3.5 The Lessor shall authorize, grant or cause to grant the Lessee such permissions, consents, no objections etc. as may be required to refurbish, operate and maintain the SKDCs and similarly the Lessor has agreed to provide the Lessee to apply and obtain temporary and/or permanent connection of water, electricity and other infrastructure requirements at the risk and cost of the Lessee for initiation of the Project; provided the Lessee makes the required applications for the same and before the completion of the Project, the Lessee shall obtain all connections including electricity and water in their name.

N. G. Baruah
Director
 Welfare of Tea & Ex-Tea Garden
 Tribes, Assam, Guwahati-32

ARTICLE - 4


CONSIDERATION OF COMMITMENT

- 4.1 The Lessee shall commit the discount in terms of fees to be charged from the trainees belonging to the Tea & Ex-Tea Garden Tribes only to the Lessor as quoted in the Commitment Bid submitted by the "Lessee" in response to the RFP document.
- 4.2 The "Commitment" will be on per student per course per month basis and there shall be no revision in the fee structure during the first three years of operation of the project and any upward revision in the fee structure thereafter shall be effected only after due permission from the Lessor.

ARTICLE - 5

TERM OF LEASE

- 5.1 Unless terminated in accordance with the provisions of this Agreement, in consideration of the Commitment hereby reserved, and in consideration of the observance of all the terms and conditions as set out in this Agreement by the Parties, the Lessor hereby unequivocally and irrevocably grants to the Lessee, the Lease in the SKDCs as provided under "Schedule A" free

Pennu D. Bhowmik


from all encumbrances, to hold and enjoy, without any interruption, the leasehold rights for a period of **Fifteen Years** ('Term') commencing from the date of handing over the possession of the SKDCs to the Lessee.

- 5.2 The option of renewal shall be exclusively with the Lessor with the first right of refusal being with the Lessee; and be it mentioned here that, if for any reason the Lessee decides to exercise this option in a positive manner, then in that event, all the terms and conditions including the Consideration of Commitment and aggregate period of extension shall be discussed and settled mutually by and between the Parties hereto by execution of a fresh agreement to that effect. In case of non-renewal of the Lease beyond the Term, the Lessor shall pay to the Lessee Rs.1 (Rupees one only) for the project assets and other structures appurtenant thereto along with the fixtures and fittings thereto being handed over to the Lessor. In addition to the exclusivity to the Lessor for renewal of the Lease, the first right of refusal will be given to the Lessee subject to satisfactory observance of the terms during the validity of the Lease Agreement.

[Signature]
Director
Welfare of Tea & Ex-Tea Garden
Tribes, Assam, Guwahati-32

ARTICLE - 6


OBLIGATIONS OF THE LESSEE

- 6.1 The Lessee should refurbish, finance, operate and maintain the SKDCs developed as a part of the Project by itself throughout the lease period.
- 6.2 The lessee should begin the Project immediately and not later than 90 days from the handover of the SKDCs to the Lessee.
- 6.3 The Lessee should achieve financial closure, if any, within 90 days of handover of the SKDCs to the Lessee.
- 6.4 Provide Lessor with the performance guarantee.
- 6.5 Operate and maintain the SKDCs at its cost in accordance with the Prudent Utility Practices and the terms and conditions of this Agreement, and ensuring that at the end of the Lease Period, including extension thereof, the SKDCs are transferred to the Lessor or its nominated agency in fair condition, subject to normal wear and tear having regard to the terms and conditions of this Agreement.
- 6.6 Provide practical and theoretical course based training to trainees using qualified instructors available in sufficient numbers in each of the SKDCs as outlined in its proposal to the Lessee.

[Signature]
Director
Welfare of Tea & Ex-Tea Garden
Tribes, Assam, Guwahati-32

- 6.7 Provide job opportunities to at least 60% of the trainees through on campus recruitment process at the end of the course period. The Lessee shall however have to make efforts to ensure recruitment of all its trainees at the end of the each course period.
- 6.8 In order to fulfill its obligations under this Agreement and the Project Agreements, the Lessee may at its discretion appoint Construction Contractor(s), the O&M Contractor (s) or consultants by entering into relevant agreements to monitor the progress of the project from time to time. The Lessee shall organize the supervision, monitoring and control of the refurbishment, operation and Management of the Project by the Contractor (s) or consultants as may be deemed necessary to ensure the proper performance of their respective obligations under the relevant Agreements in accordance with the conditions of Clearances, Prudent Utility Practices and the terms and conditions of this Agreement.
- 6.9 Upon the termination of the Lease Period, including extension thereof, transfer the Project and Project Assets to the Lessor, in accordance with the terms and conditions of this Agreement
- 6.10 Promptly intimate in writing notify the Competent Authorities and hand over to them any archaeological finds, treasures and precious and semi-precious minerals discovered at the Project Site by the Lessee or its employees, agents and Contractors.
- 6.11 Be responsible for implementing the Environment and safety norms as desired by the applicable laws through out the Lease term. The Lessee shall take reasonable measures to prevent the destruction, scarring and defacement of the natural surroundings and environment at the Project Sites.
- 6.12 Be and remain responsible for all acts of commission and omission or any fraudulent practices during the lease tenure and even after the return of the leased SKDCs for acts committed during the lease period.
- 6.13 Be and remain responsible for all taxes and other statutory or other dues incurred during the lease tenure and even after the return of leased SKDCs for acts committed during the lease period.
- 6.14 Ensure compliance with all labour, statutory requirements, environment, and health and safety laws as applicable to the project.

N. G. Ram Chandra
Director
 Welfare of Tea & Ex-Tea Garden
 Tribes, Assam, Guwahati-32

Ram Chandra


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ARTICLE - 7

BUSINESS

- 7.1 It is agreed and understood by the Lessee that the SKDC premises, as shown in the "*Schedule A*" has been leased exclusively for the Project purposes only, i.e. Operation & Maintenance SKDCs. The Operation & Maintenance of the SKDCs shall primarily include providing course based practical & theoretical training to trainees, upkeep of the premises and equipments therein and any other related activities.
- 7.2 The Lessee shall not do or carry out any illegal trade or activities in the project premises that are prohibited by law and are against the social ethics.

[Signature]
Director
Welfare of Tea & Ex-Tea Garden
Tribes, Assam, Guwahati-32

ARTICLE - 8

TRANSFER

- 8.1 The Lessor shall not in any way transfer, sell, alienate, encumber, mortgage or create any charge on the leased premises during the Term of the Lease.
- 8.2 The Lessee shall not be allowed under any circumstances to mortgage, encumber and/or charge its leasehold rights in the Land and structures created and erected thereon together with fixtures and fittings and other movable assets/or the Project.
- 8.3 The Lessee shall have the right to assign their rights and obligations under the contract for running and/or managing the assets created on the land parcels to its holding entity or any associate entity of the holding entity or any subsidiary / special purpose vehicle (SPV) formed by the Lessee for this purpose. Even after assign of the rights and obligations under this clause to another party, the Lessee shall be singly responsible for violation of any of the terms and conditions set forth in this Agreement.
- 8.4 The Lessee shall also have the right to outsource/sub contract any of the services of the Project facilities like maintenance, housekeeping, landscaping, pest control, etc during the term of the agreement without recourse or without the prior permission of the Lessor.

[Signature]
Director

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ARTICLE - 9

PERFORMANCE GUARANTEE

- 9.1 For due and faithful performance of its obligations under this Agreement, at the time of signing of Lease Agreement, the Lessee shall provide the Lessor with a

Demand Draft or a Bank Guarantee as performance guarantee acceptable to the Lessor and encashable at Guwahati. On and from the date of execution of this Agreement, the Demand Draft or a bank guarantee shall be for a sum of **Rs 30,00,000 (Rupees Thirty Lakhs Only)**. The failure of the Lessee to provide the same shall entitle the Lessor to terminate this Agreement in accordance with the provisions of Article 13. The Performance Guarantee shall be provided for securing the performance of following obligations of the Lessee:

Not Counted
Director
 Welfare of Tea & Ex-Tea Garden
 Tribes, Assam, Guwahati-32

- (a) Finalize the refurbishment schedule, construction and supply contracts and the commencement of the Construction Works relating to the Project by the Lessee within 90 (ninety) days of handover of the SKDCs to the Lessee.
- (b) The completion of the Project by the Lessee within 330 days of handover of the SKDCs to the Lessee.
- (c) The achievement of Financial Closure, if any, by the Lessee within 90 (Ninety) days of the date of handover of the SKDCs to the Lessee.


9.2 In the event that the Lessee fails to meet its obligation as outlined above in Clause 1 of this Article 9, the Lessor is entitled to without prejudice to its other rights and remedies hereunder or at Law, be entitled to call in, retain and appropriate the Performance Guarantee unless some specific clause has been waived/deferred in writing by the Lessor.

9.3 Forfeiture of Performance Guarantee

- (a) In the event of the Lessee failing to meet its obligation of achieving Project Completion within 330 days of the handover of the SKDCs except for reasons of force majeure, the Lessor shall, without prejudice to its other rights and remedies hereunder or at Law, be entitled to call in, retain and appropriate the Performance Guarantee.

9.4 Return of Performance Guarantee

- (a) The Performance Guarantee shall be returned to the Lessee within 30 days of the Operationalisation of a minimum 20 number SKDCs or EDC (estimated Date of Completion), whichever is earlier.
- (b) In case of termination of the contract due to force majeure events, the Performance Guarantee shall be returned to the Lessee within 90 days of such termination.

Penning & Bhandari


ARTICLE - 10

PENALTY

- 10.1 A Committee comprising of members from Directorate for Welfare of Tea & Ex-Tea Garden Tribes, stakeholders and the Deputy Commissioner of the respective District shall be notified by Government to monitor the Refurbishment, Operation & Maintenance of the SKDCs. The Committee shall explicitly monitor the O&M of the SKDCs by the Lessee in line with the terms and conditions of this Contract document.
- 10.2 If the Lessee fails to meet the targets and obligations as set out under this Agreement, the Committee shall point out the same and the Lessee shall be provided with reasonable time in the form of a notice period of a minimum of 90 days to rectify the mistakes committed failing which the Committee shall resort to punitive measures.
- 10.3 If the Lessee fails to rectify the mistakes other than the ones forced by Force Majeur events even after the Notice period, the Committee shall have the right to suggest cancellation of the Contract between the Lessor and the Lessee and it shall be binding on the Lessee.

[Signature]
Director
 Welfare of Tea & Ex-Tea Garden
 Tribes, Assam, Guwahati-32

ARTICLE - 11

OBLIGATION'S OF THE LESSOR

- 11.1 The Lessor agrees to provide the SKDCs free of encumbrances to the Lessee for the Term of the Lease.
- 11.2 The Lessor shall grant, cause to grant or assist in granting, on a best effort basis the approvals and/or clearances that may be required to set up the Project facilities and for operating and maintaining the same provided the Lessee makes an application in the desired format for all such requirements.

ARTICLE - 12

RE-ENTRY

- 12.1 On the expiry of the Term or at any prior determination of the Lease, the Lessee shall deliver possession of the SKDCs unto the Lessor including any structures buildings, houses, fittings and fixture thereat. The Lessor shall pay to the Lessee Re. 1/- (Rupee one only) for the Project along with other structures appurtenant thereto.
- 12.2 At least 90 days prior to the end of the lease term, the Lessor and Lessee shall together appoint an "inspector", the cost of which shall be borne by the Lessee, to ascertain the

[Signature]
[Circular Stamp]

health and conditions of the project premises and only after due certification of the condition of the project premises including the condition of the assets therein not later than 30 days prior to the end of the Lease period, the Lessor shall take back the possession of the project premises at the end of the stipulated lease period.

12.3 In the event of the Lessor and the Lessee not being able to appoint the "Inspector" through a common search as per the stipulation of clause 12.2, the Lessor shall appoint the "Inspector", the cost of which shall be borne by the Lessee to carry out the activities as specified in 12.2

12.4 The contactors/employees hired by the Lessee during the lease term, and any extensions thereof shall automatically be transferred to the Lessor at the end of the lease term, but at the sole discretion of the Lessor. Should the Lessor decide not to hire any of the contractors/employees their services would be considered terminated forthwith with the handing over the possession of the project premises to the Lessor.

12.4.1 The Lessee should include a covenant to this effect in all its contractual agreements/appointment letters.

12.5 The Intellectual Property Rights related to the project other than "Trade Mark" shall automatically stand transferred to the Lessor on the termination of the Lease deed.

ARTICLE – 13

TERMINATION OF LEASE

13.1 The Lessor shall have the right to terminate the Lease in the event of default/breach of any of the terms and conditions of the Agreement by the Lessee. It is agreed by the Lessee that in the event of termination of this Lease for violation/breach of any of the terms and conditions set forth in this Agreement, the Lessor shall be entitled to terminate this Lease and the provisions of Clause 13.4 shall become operative.

13.2 However, The Lessor shall give a prior notice of 90 (ninety) days to the Lessee to rectify the violation / breach and if the Lessee is unable to rectify the violation / breach within the 90 (ninety) days mentioned in the notice, a final termination notice of 30 (thirty) days time period will be granted by the Lessor before terminating the Lease. On termination of the Lease, the provisions of Clause 13.4 shall become operative.

13.3 Either Party may terminate this Agreement by giving thirty (30) days notice to the other Party if the event of Force Majeure continuing beyond a period of six (6) months and at the end of the notice period, the Agreement shall stand terminated and the provisions of Clause 13.4 shall become operative.

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Director
Welfare of Tea & Ex-Tea Garden
Tribes, Assam, Guwahati-32

Pranab Kumar Bhattacharya
DE INSURANCE

13.4 On termination or earlier expiration of the Lease, the Lessor shall pay Rs. 1 for the Project facilities and other structures appurtenant thereto along with the fixtures and fittings. The Lessee shall hand over physical, vacant, unencumbered possession of the project facilities to the Lessor.

13.5 In case of the termination of the contract on account of a breach of contract conditions on the part of the Lessee and the performance guarantee has not yet been returned to the Lessee by the Lessor, the performance guarantee amounting to Rs. 30 Lakhs gets forfeited.

13.6 In case of termination of contract due to force majeure event as outlined in Article 17, the Security Deposit shall be returned to the Lessee within 90 days of termination of such contract.

13.7 If the Lease Agreement is terminated for reasons of breach or default on account of the Lessee, the Lessor shall have the right to either appoint a new Lessee or operate the project premises on its own

13.8 The Lessee shall remain liable to the Lessor even after expiry of the Lease period or prior termination of the lease period, for any unpaid amount to any other party in connection with the project for services availed during the lease period and The Lessee will have to make good the amount to The Lessor for onward payment to the claimant party.

ARTICLE - 14

ARBITRATION

14.1 Every dispute, differences or questions which may at any time arise between the parties hereto or any person claiming under them relating to or arising out of or in respect of this agreement shall be referred to a sole Arbitrator to be appointed by the Lessor through its Commissioner & Secretary.

14.2 The Arbitration proceedings, if any shall be in accordance with the Indian Arbitration and Conciliation Act, 1996. The Arbitrator shall give a reasoned decision or speaking award.

14.3 It is expressly stated that the Courts of Guwahati shall have the exclusive jurisdiction with respect to matters relating to the arbitration including the enforcement of awards. The language of arbitration shall be in English.

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Director
Welfare of Tea & Ex-Tea Garden
Tribes, Assam, Guwahati-32

Per. O. Bhandari
Commissioner & Secretary

ARTICLE - 15

GOVERNING LAW

15.1 The laws of India shall govern this Agreement.

ARTICLE - 16

FINANCING

16.1 The Lessor agrees and undertakes to organize requisite financing for the Project in the form of additional financial assistance from its budgetary resources

16.2 The Lessor shall assist the Lessee as necessary and mutually agreeable, to enable the Lessee to achieve Financial Closure. Such assistance shall include discussion in good faith and the obligation of the Lessor to consider reasonable modifications to this Agreement as may be required by the Lenders and execution of such further appropriate documentation or additional writings, in order to facilitate the process of achieving Financial Closure and which do not materially and adversely affect the rights and interests of the Lessor hereunder or impose additional material liabilities on the Lessor.

16.3 The tenor of repayment of the debt raised for achieving financial closure or for any other purpose during the lease term should be less than the and not later than 3 years prior to the end of the lease term as defined in this agreement.

16.4 Except as otherwise provided in this Agreement, neither Party shall assign its rights, title or interest in this Agreement in favor of any Persons without prior written consent of the other Party. The Lessee shall not be allowed to mortgage, encumber the project properties in favour of a lender for the purpose of securing financial closure, if any. Provided further nothing contained in this Article shall ;

16.4.1 Absolve the Lessee from its responsibilities to perform/discharge any of its obligations under and in accordance with the provisions of this Agreement; and

16.5.2 Shall authorize or be deemed to authorize the Lenders to operate the Project themselves

16.5 Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same is not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Without prejudice to any

Dr. B. B. B. B.
Director
Welfare of Tea & Ex-Tea Garden
Tribes, Assam, Guwahati-32



law, the Party entitled to receive such amount shall also have the right to claim violation of terms and conditions set forth in This Agreement by the other party.

[Signature]
Director
Welfare of Tea & Ex-Tea Garden
Tribes, Assam, Guwahati-32

16.6 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to the prevalent prime-lending rate of the State Bank of India, and recovery thereof shall be without prejudice to the rights of the Parties under the Law and this Agreement, including termination thereof.

ARTICLE - 17

FORCE MAJEURE

17.1 None of the Parties shall be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its own obligations in relation to the Agreement, if the delay is due to any Force Majeure.

17.2 "Force Majeure" is any event as set out below: Act of God, war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of defence authorities or any other agencies of government, fire on account of the fault of the Lessee, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning explosions, whirlwind, cyclone, tsunami, plagues or other epidemic quarantine, Acts of war, acts of terrorism or sabotage, major structural repair and/or destruction of the physical structure and/or infrastructure, prolonged failure of energy, revocation of approvals, no objections, consents, licenses granted by the government, change of laws, action and / or order by statutory and/or government authority, acquisition, requisition or dispossession of the land or any part thereof, through third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.

[Signature]


17.3 The Parties hereby agree and undertake that this Agreement shall be correspondingly extended for the period the Force Majeure Events and the parties continue to fulfill their respective obligations and the other party shall not claim any damages or lodge any other claim in respect of loss incurred by reason of delay.

17.4 In order for a Party taking benefit of the provisions of Force Majeure in this Article 17, a Party claiming Force Majeure relief shall:

- (i) Give immediate notice to the other Party of the event said to constitute Force Majeure, and the obligations whose performance could be delayed, reduced, or prevented thereby, and as soon as practicable information about the circumstances of such event, in as much detail as is then reasonably available, and the steps and time believed necessary to mitigate and remedy the Force Majeure situation.
- (ii) Supplement and update the above Notices on a weekly basis during such claimed Force Majeure period;
- (iii) Give or procure access, at the request, expense, and risk of the other Party and at reasonable times for a reasonable number of the other Party's representatives, to examine the scene of the event which gave rise to the Force Majeure claim; and
- (iv) Proceed with diligence and at its own expense to take such steps as would be taken in accordance with prudent utility practice to mitigate and remedy the failure as soon as possible.

[Signature]
Director
 Welfare of Tea & Ex-Tea Garden
 Tribes, Assam, Guwahati-32

17.5 Prior to resumption of normal performance, the Parties shall continue to perform their obligations pursuant to this Agreement, to the extent not prevented by such Force Majeure event. Within three (3) days starting on the day the Force Majeure Event ends, the Affected Party shall notify the other party in writings that the Force Majeure Event has ended and resume performance of its obligations under this contract.


17.6 Either Party may terminate this Agreement after giving the other Party a prior notice of thirty (30) days in writing in the event of an Event of Force Majeure continues for a period of six (6) months.

ARTICLE – 18

INTELLECTUAL PROPERTY RIGHTS

18.1 The Lessor expressly agrees and acknowledges that the intellectual property rights in the <<Lessee details>> with respect to the concept, design, plans for operation & maintenance of the Project belong to <<Lessee details of ownership>> and the Lessee is the exclusive authorized licensee.

18.2 Ownership in Intellectual Property Rights: Either Party hereby acknowledges that it does not have, and shall not acquire by virtue of this Agreement, any rights to or under Intellectual Property Rights vested in the other Party. Either Party agrees to do nothing

[Signature]


by act or omission, which would impair the other Party's rights, ownership and title in Intellectual Property Rights.

18.3 No Contest: Each Party agrees not to contest, deny or dispute the validity of any Intellectual Property Rights owned by the other Party and not to assist others in doing so, and not to take action of any kind, inconsistent with the holding of all such Intellectual Property Rights by such other Party.

18.4 Infringement: Either Party shall forthwith notify the other Party upon being acquainted through any source whatsoever of any and all infringements or threatened infringements of the Intellectual Property Rights owned by the other Party and any attempt on the part of anyone to register, copy, infringe upon or imitate such Intellectual Property Rights.

18.5 The Lessor expressly agrees and declares that the Lessor does not have any rights and/or interest of any nature whatsoever, in the trademarks, service marks, copyrights, trade secrets, confidential information of the Lessee and of which the Lessee is the owner and undertakes that it shall not claim any such right neither during the existence of this Agreement nor at any time in future.

[Signature]
Director
Welfare of Tea & Ex-Tea-Garden
Tribes, Assam, Guwahati-32

ARTICLE – 19

AMENDMENT

19.1 This Agreement shall not be altered, modified or amended except in writing duly signed by or on behalf of the Parties.

[Signature]

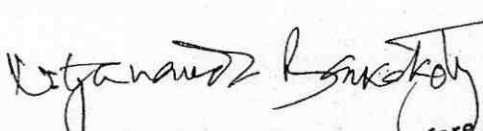
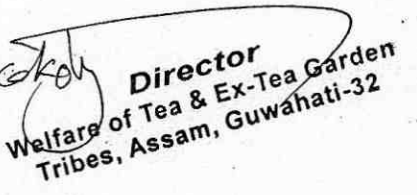


IN WITNESS WHEREOF the Lessor and Lessee, through their respective authorized officials subscribe their respective signatures and seals hereto on this 17th Day of September, 2012:

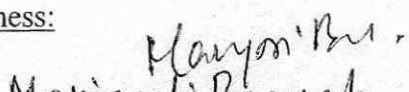
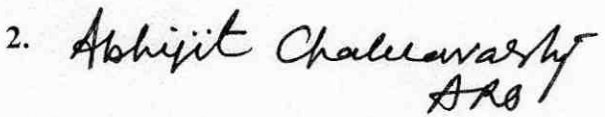

Signed, sealed and delivered by:

The Authorized Signatory

For and on behalf of the Governor of the State of Assam acting through
Director, Directorate of Welfare of Tea & Ex-Tea Gargen Tribes, Govt. of Assam
(The Lessor)



(Nityanand Barkakoty) 
Director
Directorate of Welfare of Tea & Ex-Tea Garden Tribes
Rupnagar, Guwahati-32

Witness:

1. 
Manigyo Barmah
Sr. R.O. PPP Cell.
P & D Dept.
 2. 
Abhijit Chakravarty
ARO
PPP Cell, P & D Dept.
- 

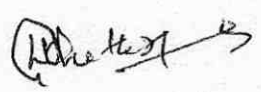
Signed, sealed and delivered by:

For and on behalf of the H.P Institute of Insurance
Shreenagar Path, G.S Road, Guwahati-5 (The Lessee)


Name
Designation Chairman.



Witness:

1. 
(Deepak Khetoopal)
- 2.

Place: Guwahati

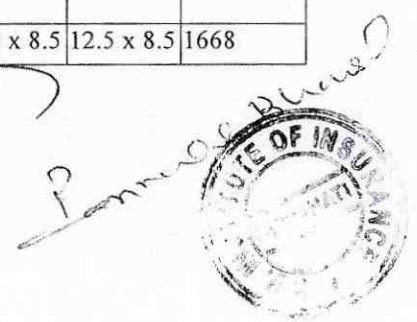
SCHEDULE - A

LIST OF SKDCs ALONG WITH AREA STATEMENT AND SIZE OF LAND PREMISES

Sl. No.	District	Centre	Campus Size (Bighas)	No. of Rooms	Size room wise in ft.			Total Space in sq. ft.
					1	2	3	
1	Nagaon	ITI		1	24 x 92			2208
2		Kathiatoli	2 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
3		Seconee	8 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
4		Salana	6 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
5	Golaghat	Dakhinhengra	8.5 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
6		Dhansiri	50 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
7		Bokakhat	2 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
8		Dergaon		3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
9	Jorhat	Rowriah	1.5 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
10		Titabor	1 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
11		Hemlai	5 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
12	Sivasagar	Attabari	2 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
13		Sundarpur	5 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
14		Amguri	1 K	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
15		Sivasagar (Gorgoan)	65 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
16		Meekeypore	20 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
17		Mahmora (Mathurapur)	8 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
18		Rongapather	8 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
19	Dibrugarh	Chabua	2 K	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
20		Lahowal	5 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
21		Moran	3 K		48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
22		Duliajan	2 K	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
23		Naharkatia	2 K		48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
24		Tingkhong/Pithagooti	1 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
25		Dibrugarh ITI, Barborua	33 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
26	Tinsukia	Chotatingrai	55 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
27		Tinsukia ITI	50 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
28		Talap	5 B 4 L	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
29		Powai (Digboi)	7 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
30	Cachar	Binakandi	30 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
31		Labac TE, Lakhipur	3 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
32		Khaspur	2 K	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
33		Srikona (ITI, Silchar)						-
34		Kumbha	2 K	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
35		Thaligram	2 K	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
36	Karimganj	Karimganj ITI, R. K. Nagar	2 K					-
37		Dullabecherra	2 B 3 K	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668

[Signature]

Director
Welfare of Tea & Ex-Tea Garden
Tribes, Assam, Guwahati-32



38	Hailakandi	Hailakandi ITI, Katlichera	2 K	3				-
39	Bongaigaon	ITI	65 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
40	Kokrajhar	Gosaingaon	2 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
41	Udalguri	ITI, Mazbat	26 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
42		Hatigarh	6 B 3 K	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
43	Sonitpur	Panbari	5 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
44		Pratapgarh	5 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
45		Rangapather	4 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
46		Brahmajan	1 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
47		Behali	1 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
48	Lakhimpur	Dejoo	5 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
49		ITI, Lakhimpur (Saboti)	25 B	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668
50	Kamrup	Hohora (sonapur)	1 K	3	48.5 x 30	12.5 x 8.5	12.5 x 8.5	1668

B = B (1 B = 14400 sq. ft.) & K = K (1 K = 2880 sq. ft.)

[Signature]
Director
 Welfare of Tea & Ex-Tea Garden
 Tribes, Assam, Guwahati-32

[Signature]


SCHEDULE – B

ACTIVITY SCHEDULE INCLUDING TIME SCHEDULE OF COMMENCEMENT OF OPERATION AND COMPLETION

Time Schedule – From the date of signing of Agreement	Activity	Responsibility
30 Days	Handing over Possession of SKDCs	Lessor
90 Days	Commencement of refurbishment of SKDCs	Lessee
180 Days	Commencement of Operation of a Minimum of 10 SKDCs	Lessee
270 Days	Operationalisation of another 20 SKDCs	Lessee
330 Days	Operationalisation of balance SKDCs	Lessee

[Signature]
Director
Welfare of Tea & Ex-Tea Garden
Tribes, Assam, Guwahati-32

[Signature]
