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PRESENT STATUS

OPERATION & MAINTENANCE OF ORGANIC AGRICULTURE PRODUCES MARKET COMPLEX AT SIXMILE, KHANAPARA, GUWAHATI ON PPP MODE

The Assam State Agricultural Marketing Board had taken up the project "Establishment of Organic Agriculture Produces Market Complex at Sixmile, Guwahati" under the scheme of Rastriya Krishi Vikash Yojana (RKVY) on a plot of land measuring approximately 3.5 Bigha adjoining to the horticulture nursery at Sixmile-Panjabari Road at a project cost of Rs. 7.70 crore. In pursuance of the Govt. letter No. AGA.234/2007/Pt-II/169 dated 11-07-14 and No. AGA.234/2007/Pt-II/293 dated 20-12-14 advertisement requesting proposal from interested parties had been issued in 3 (three) regional newspapers on 25-12-14 and in official website of ASAMB from 23-12-14 to 25-12-14.

The last date of submission of proposal was 02-02-15. As the PPP project was a new to ASAMB, a Proposal Evaluation Committee was constituted with the representatives from the government as well as from Marketing Board with the approval of the government.

Total 2(two) nos. of Bids had been received.

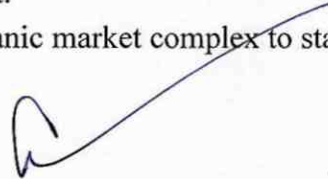
The annual lease rent was quoted by the bidders as follows:

Sl. No.	Name of Bidders	Annual Lease Rent quoted by the Bidders	Remarks
1	Joint Venture of- (i) Bright Construction Corporation, (ii) Krishi Jigyash and (iii) Organic Inovation.	Rs. 12,00,000.00 (Rupees twelve lakh) only.	-
2	Anjaybee Green: a consortium of- (i) Anjaybee Infotech Private Ltd. & (ii) Sanghata Gram Unnayan Parishad.	Rs. 30,00,000.00 (Rupees thirty lakh) only.	Highest Bidder.

As per recommendation of the Proposal Evaluation Committee constituted by the Govt. and approval on the Bid Evaluation Report by the government vide Govt. letter No. AGA.234/2007/Pt-II/324 dated 30-03-15, the "Operation & Maintenance of the Organic Agriculture Produces Market Complex at Sixmile, Khanapara, Guwahati-22 on PPP mode" was awarded to the highest bidder, Anjaybee Green, Guwahati on 2nd April, 2015 for a period of 10 (ten) years for operation and management of the complex under PPP mode. Subsequently, the Deed of Agreement and the RFP documents were signed in between the party and the ASAMB on 29-04-15.

The Organic Agriculture Produces Market Complex at Sixmile, Guwahati under Assam State Agricultural Marketing Board had already been handed over to Anjaybee Green, Guwahati- 22 on 30-04-15 as a partner to ASAMB under PPP agreement.

Presently, the party has started developmental works in the organic market complex to start their business.


Chief Executive Officer.

ASSAM STATE AGRICULTURAL
MARKETING BOARD

DEED OF AGREEMENT

For

**Operation & Maintenance of
Organic Agriculture Produces
Market Complex at Sixmile**

On

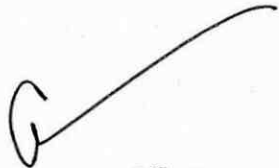
PPP mode

April, 2015

Anjaybee Green



Chief Executive Officer



Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

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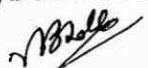
Anjaybee Green

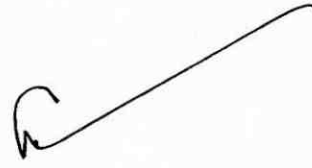
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Chief Executive Officer

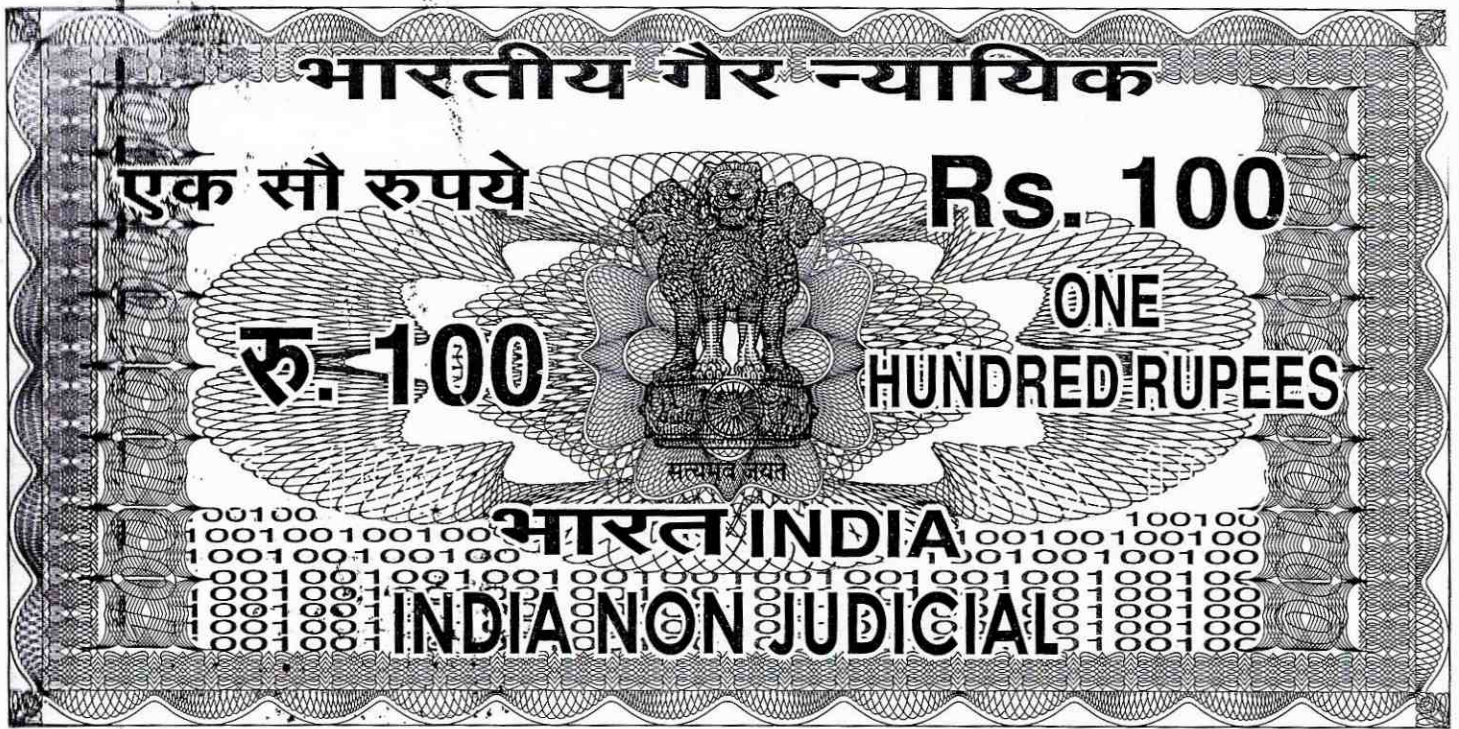
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Assam State Agricultural
Marketing Board, Ulubarl.

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Anjaybee Green


Chief Executive Officer


Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.



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This agreement is made on this 29th day of April, 2015 at Guwahati.

BETWEEN

THE ASSAM STATE AGRICULTURAL MARKETING BOARD, acting through its Chief Executive Officer, who is fully competent to enter into this agreement on behalf of the Assam State Agricultural Marketing Board, (hereinafter referred to as the "Authority" or "The Lessor" which expression shall, unless the context otherwise requires, include its administrators, successors and assigns) of **ONE PART**;

AND

ANJAYBEE GREEN a consortium formed under the provisions of Partnership Act, 1932 and having its registered office at Flat No. 4A/A, Rajnil Mansion, Rukmini Nagar, 5th Byelane, Guwahati- 781022, Assam represented by the Chief Executive Officer (hereinafter referred to as the "Lessee" which expression shall, unless the context otherwise requires, include its successors/ successors in business and permitted assigns and substitutes) of the **SECOND PART**.

With the objective of promoting organic agriculture in the state of Assam by providing a marketing hub in Guwahati city for organic agriculture produces the Department of Agriculture, Assam and Assam State Agricultural Marketing Board has taken initiative for establishment of the "Organic Agriculture Produces Market Complex at Sixmile, Khanapara, Guwahati". With the financial assistance under the scheme of Rastriya Krishi Vikash Yojana and some additional contribution from ASAMB the construction works of the aforesaid market complex has been completed.

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

Anjaybee Green

Chief Executive Officer

Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

WHEREAS the Authority is desirous of refurbishing and Operation & Maintenance of Organic Agriculture Produces Market Complex at Sixmile, Khanapara, Dist.: Kamrup (M) through Public-Private-Partnership ("**Project**").

AND WHEREAS with an objective to seek private sector participation in the aforesaid Project, the Authority, undertook the process of selection of a suitable Lessee through competitive bidding process, after issuing a Request for Proposal document (RFP) dated 23rd December, 2014 inviting Bids from prospective Bidders to implement the said Project.

AND WHEREAS the Lessee, selected through the transparent competitive bidding process, met the Eligibility Criteria as laid down in the RFP document and quoted the highest annual lease payment for the right to successfully undertake the operation and maintenance of the Project. After evaluation of the Proposals so received, the Authority accepted the Proposal of the Lessee and issued Letter of Intent dated 2nd April, 2015 to the Lessee requiring, inter alia, the execution of this Lease Agreement.

AND WHEREAS the Lessee acknowledges and confirm that it has undertaken a due diligence and audit of all aspects of the Project including technical & financial viability and legal due diligence and on the basis of its independent satisfaction hereby accepts the lease and agrees to implement the Project at its own cost and expense in accordance with the terms and conditions of this Lease Agreement.


AND WHEREAS following the issue of the Letter of Intent and (i) submission by the Successful Bidder of the Performance Security of Rs. 30.00 lacs (Rupees thirty lacs) in the form of Bank Guarantee in favour of the Authority and (ii) payment of the Annual Lease rental of Rs. 30.00 lacs (Rupees thirty lacs) only to Authority within 3 (three) weeks of date of receipt of the Letter of Intent to the Successful Bidder, the Authority hereby agrees and grants to the Successful Bidder this Lease on the mutually agreed terms and conditions for the Lease Period to Operate and Maintain the Organic Agriculture Produces Market Complex at Sixmile, Khanapara, Dist.: Kamrup (M) as described under **Schedule "A"**.

AND WHEREAS the Lessee hereby accepts the lease granted and undertakes to implement the Project in accordance to the provisions of this Lease Agreement.

NOW THEREFORE, in view of the offer, mutual promises and consideration set out herein, the Authority and the Lessee (each individually a "**Party**" hereto, and collectively the "**Parties**") hereby agree to be bound by the provisions of this Lease Agreement.

Anjaybee Green


Chief Executive Officer


Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

ARTICLE 1

Definitions and Interpretation

1.1 Definitions

In this Agreement the following words shall have the meaning respectively stated hereunder:

- 1.1.1 **"Applicable Laws"** means all laws which are applicable to the Project and/or the Lessee extending to the State of Assam, having been enacted or brought into force by Government of India or Government of Assam including regulations and rules made there under, and judgments, decrees, injunctions, writs and orders of any Court of Record, as may be in force and effect during the subsistence of this Agreement.
- 1.1.2 **"Authority"** means Assam State Agricultural Marketing Board represented through its Chief Executive Officer.
- 1.1.3 **"Agreement"** means and includes this signed Lease Agreement (including the Schedules of the lease Agreement, the "Letter of Intent", "Notice to commence business" issued by Authority, the written clarification(s), addendums, amendments, etc. to the RFP Document issued subsequently to the Bidders and all other documents/papers attached as annexure/ appendix).
- 1.1.4 **"Clearance"** means as on the date of execution of this Agreement, any consents, licenses, approvals, permits, exemptions, registrations, filings or other authorizations of whatever nature, which is necessary for effective operation of the Project.
- 1.1.5 **"Competent Authority"** means any agency, authority, department, ministry, public or statutory Person of the Government of Assam or Government of India.
- 1.1.6 **"Change in Law"** means the occurrence of any of the following events after the execution of this agreement:
- i) Enactment of any new Law.
 - ii) The repeal in whole or in part (unless re-enactment with the same effect) or modification of any existing Law.
 - iii) The commencement of any Law, which has not yet entered into effect.

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- iv) The change in interpretation or application of any Law by a Court of Record.
- v) The imposition or requirement for a new statutory or regulatory approval or a modification in the terms and conditions on which a statutory or regulatory approval has already been obtained.
- vi) A fresh imposition of a tax or duty that was not in existence on the Proposal Acceptance Date. It is specially clarified that a change in the rate of a tax or duty etc. shall not be considered a Change in Law for the purpose of this Article if the tax or duty etc. itself was in existence on the Proposal Acceptance Date.

1.1.7 **"Cost"** means all expenditure properly incurred (or to be incurred) by the Lessee, on the Project, including overheads and similar charges, but does not include profit.

1.1.8 **"Cure Period"** means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:


- (a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
- (b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement;
- (c) include any extension(s) of such period

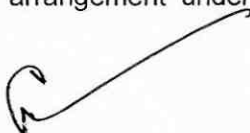
1.1.9 **"Day"** means calendar day, **"Month"** means 30 (thirty) days and **"Year"** means 365 days.

1.1.10 **"Directive"** means any present or future requirement, instruction, direction, order, rule or regulation issued by any Competent Authority which is legally binding or which is notified by the Authority to the Lessee, and any modification, extension or replacement thereof from time to time in force.

1.1.11 **"Encumbrances"** means any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security, interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any

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insurance policy pertaining to the Project Site, physical encumbrances or encroachments on the Project Site where applicable herein.

- 1.1.12 **"Financial Year"** shall mean the financial year beginning on 1st April and ending on 31st March.
- 1.1.13 **"Force Majeure"** or **"Force Majeure Event"** shall mean an act, event, condition or occurrence specified in the Article 15.
- 1.1.14 **"Facilities"** shall mean all the components of Organic Agriculture Produces Market Complex at Sixmile, Khanapara, Dist.: Kamrup (M), that includes (but may not be limited to) project components defined in Schedule 2
- 1.1.15 **"Good Industry Practice"** means those practices, methods, techniques, standards, skill, diligence and prudence which are generally and reasonably expected and accepted from a reasonably skilled, prudent and experienced operator engaged in construction, operation, maintenance and management of projects akin to the Project. It would include good engineering practices in the project management which would be expected to result in the performance of its obligation by the Lessee and in operation and maintenance of the Project in accordance with this lease Agreement, Applicable Laws, Clearances, reliability, safety, environment protection, economy and efficiency.
- 1.1.16 **"Lessee"** means **Anjaybee Green**, the Successful Bidder a consortium formed under the provisions of Partnership Act, 1932 and having its registered office at Flat No. 4A/A, Rajnil Mansion, Rukmini Nagar, 5th Byelane, Guwahati- 781022 and includes its successors/ successors in business and permitted assigns and substitutes.
- 1.1.17 **"Lessee's Representative"** means the Person appointed by Lessee under Article 17.15
- 1.1.18 **"Lease Period"** is the period of **10 (Ten) years** including any extensions of it for which this Lease is granted, commencing from the execution of the lease Agreement.
- 1.1.19 **"Material Adverse Effect"** means consequences of events outside the control of the Affected Party which (a) render any right vested in a Party by the terms of this Lease ineffective, or (b) significantly impairs or frustrates the ability of any Party to observe and perform in a timely manner its obligations under this Agreement, or (c) frustrates a material provisions of this lease Agreement or any of the Project Agreements.


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- 1.1.20 **"Operation and Maintenance Period"** is the period commencing from the start of Lease Period to the Transfer Date.
- 1.1.21 **"Party"** means any of the parties to this Lease Agreement.
- 1.1.22 **"Proposal Acceptance Date"** means date of signing of this Agreement.
- 1.1.23 **"Performance Security"** means a Bank Guarantee for an amount of Rs. 30.00 lacs (Rupees thirty lacs) from a Nationalized/Scheduled Bank in favor of the authority valid up to 3 (Three) months, beyond the lease period.
- 1.1.24 **"Performance Standards"** means the standards to which the operation, maintenance and management of the Project must adhere and which the Lessee undertakes to meet.
- 1.1.25 **"Person"** means any natural person, firm, corporation, company, partnership, joint venture, trust or other entity, having legal capacity to sue and be sued in its name.
- 1.1.26 **"Project"** means, Operation & Maintenance of the Organic Agriculture Produces Market Complex at Sixmile, Khanapara, Dist.: Kamrup (M) during the lease period.
- 1.1.27 **"Project Site"** means the land, civil structure and rights in relation thereto, provided by the Authority to the Lessee on, under, in or through which the facilities or any other construction relating thereto is situated, located, passes through, sits upon or overlies, or any part of the activities which are to be executed, more particularly delineated in Schedule 2 and depicted in the map annexed to Schedule 1.
- 1.1.28 **"RFP"** means the Request for Proposal document issued by the Authority. The terms "RFP" and "Request for Proposal" are synonymous with "Tender Documents" and "Bidding Documents".
- 1.1.29 **"Schedules"** mean the Schedules to this Agreement.
- 1.1.30 **"Statutory Auditors"** means an Independent, recognized and reputable firm of the Chartered Accountants duly licensed to practice in India and acting as the Independent statutory auditors of the Lessee under the provisions of Companies Act, 1956 including any statutory modification or re-enactment or replacement thereof, for the time being in force.
- 1.1.31 **"Site Possession"** means delivery to the Lessee of possession of the Project Site or any part thereof, free from all Encumbrances, and the grant of all Easement Rights and all other rights appurtenant thereto, so that the Lessee enjoys complete uninterrupted and quiet possession and control of the Project Site throughout the subsistence of this Lease Agreement.

Anjaybee Green


Chief Executive Officer


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- 1.1.32 **"Tax"** means any tax, duty, levy, toll charge whatsoever charged, imposed or levied under Applicable Laws.
- 1.1.33 **"Tender/ Bid/ Proposal"** means the Lessee's quoted Financial Proposal and detailed Lessee's Proposal for the Project, submitted to the Authority and as accepted by the Authority.
- 1.1.34 **"Termination Date"** means the date on which this Lease Agreement terminates by efflux of time or by issuance of a Termination Notice.
- 1.1.35 **"Termination Notice"** means the communication issued in accordance with this Lease Agreement by a Party to the other Party for terminating this Lease Agreement.
- 1.1.36 **"Third Party"** means any Person, real or judicial, or entity other than the Parties to this Lease Agreement.
- 1.1.37 **"Transfer Date"** means the day immediately following the last day of the Lease Period, including any extensions thereto or earlier termination thereof, in accordance with the terms of the Lease Agreement.
- 1.1.38 **"Users"** means Person(s) using the Organic Agriculture Produces Market Complex at Sixmile, Khanapara, Dist.: Kamrup (M).
- 1.1.39 **"User Charges"** means revenue from Organic Agriculture Produces Market Complex at Sixmile, Khanapara, Dist.: Kamrup (M) through levy of entry Fee, Parking fee, revenue from sale of organic agriculture produces and agriculture inputs, revenue from testing of agriculture produces, revenue from sale of food and beverages etc., the Lessee shall have the right to determine, demand, charge, collect, revise, retain and appropriate the User Charges as per the prescribed directive of the Authority.

1.2 Principles of Interpretation.

1.2.1. In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from

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time to time may be amended, modified, supplemented, extended or re-enacted;

- (c) references to a **"person"** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words **"include"** and **"including"** are to be construed without limitation and shall be deemed to be followed by **"without limitation"** or **"but not limited to"** whether or not they are followed by such phrases;
- (f) references to **"construction"** or **"building"** include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and **"construct"** or **"build"** shall be construed accordingly;
- (g) references to **"development"** include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up gradation and other activities incidental thereto, and **"develop"** shall be construed accordingly;
- (h) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (i) any reference to day shall mean a reference to a calendar day;
- (j) references to a **"business day"** shall be construed as a reference to a day (other than a Sunday) on which banks in Guwahati are generally open for business;
- (k) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (l) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;

Anjaybee Green

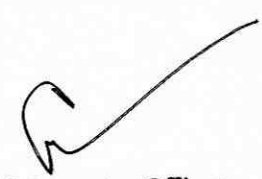
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- (m) any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (n) the words importing singular shall include plural and vice versa;
- (o) references to any gender shall include the other and the neutral gender;
- (p) "**lakh**" means a hundred thousand (100,000) and "**crore**" means ten million (10,000,000);
- (q) "**indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (r) references to the "**winding-up**", "**dissolution**", "**insolvency**", or "**reorganisation**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- (s) any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- (t) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;


Anjaybee Green

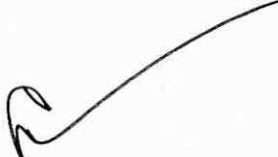

Chief Executive Officer


Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

- (u) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
 - (v) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears; and
 - (w) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages").
- 1.2.2. Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Lessee to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.
- 1.2.3. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- 1.2.4. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.
- 1.3 Measurements and Arithmetic Conventions**
- 1.3.1. All measurements and calculations shall be in metric system and calculations done in 2 decimals places, with the third digit of 5 or above rounded up and below 5 rounded down except in Annual lease rental, calculation which shall be rounded off to nearest Rupee Hundred (100).

Anjaybee Green


Chief Executive Officer


Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

1.4 Priority of Documents

1.4.1. This Agreement, and all other agreements and documents forming part of this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- (a) this Agreement; and
- (b) all other agreements and documents forming part hereof;

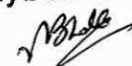
i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.


1.5 Ambiguities within Agreement

1.5.1. In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) Between two Articles or more of this Agreement, the provisions of specific Article relevant to the issue under the consideration shall prevail over those in other Articles;
- (b) Between the Articles and the Schedules, the Articles shall prevail, save and except as expressly provided in the Articles or the Schedules;
- (c) Between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- (d) Between the written description on the Drawing and the specific written dimension, the latter shall prevail; and
- (e) Between any value written in numerals and that in words, the later shall prevail.

Anjaybee Green


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ARTICLE 2

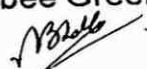
Scope of the Project

2.1. Scope of the Project

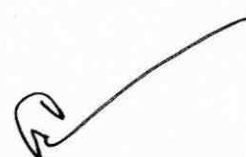
2.1.1. The scope of the Project (the "Scope of the Project") shall mean and include, during the Lease Period:

- (a) Operation and maintenance of the Organic Agriculture Produces Market Complex at Sixmile, Khanapara, Dist.: Kamrup (M) in accordance with the provisions of this Agreement for the Lease period; and
- (b) Performance and fulfilment of all other obligations of the Lessee in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Lessee under this Agreement.

Anjaybee Green



Chief Executive Officer




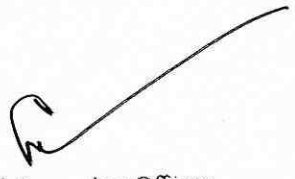
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ARTICLE 3

Ownership of Assets

- 3.1 It is agreed that the Project facilities will be put into use and commissioned within 90 (Ninety) days of the execution of this agreement.
- 3.2 All assets owned and provided by the Authority in the Project shall always be the property of Authority. A layout of the project site is provided in Schedule 1. A list of all such assets are provided in Schedule 2. Lessee shall take all reasonable due care of Authority's assets and properties and shall be fully responsible for any loss or damage thereof or thereto, caused as a result of any negligence on its part. It is declared, agreed and acknowledged that all immovable properties including but not limited to land and building as also movable properties except those belonging to Lessee are and shall remain the sole, exclusive and absolute property of Authority and the status of Lessee shall be that of a Licensee.
- 3.3 Lessee may bring at its own option and choice, but with due intimation to Authority, any equipment or assets for the purpose of Lessee's duties hereunder, such intimation to specify the equipment and assets being brought in by Lessee. These assets would be kept separately identified and shall remain the property of Lessee, to be removed forthwith on the expiry or sooner termination of this Agreement. No liability whatever shall attach to Authority for any loss or damage to Lessee's assets, however.
- 3.4 Lessee declares that in entering into this Agreement on the terms and conditions set out herein, Lessee has made its own assessment of the Facilities and the use and income-potential thereof.

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Chief Executive Officer

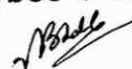

Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.


ARTICLE 4

Lessee's Responsibilities and Covenants/ Undertakings

- 4.1 Lessee shall be responsible for the efficient management, operation and maintenance of the Project facilities to high standards commensurate with aims and objectives of the Authority in setting up the Organic Agriculture Produces Market Complex at Sixmile, Khanapara, Dist.: Kamrup (M).
- 4.2 Lessee will collect the user charges as per rates specified in the Schedule 3.
- 4.3 Lessee shall punctually settle and pay the amounts owing to Authority (including but not limited to) guaranteed Annual lease rentals within the time agreed and not to allow the same to fall in arrears.
- 4.4 That for any capital expenditure to be made by the Lessee in the civil structure, the lessee will submit plan, estimate, design, etc. to the authority and the same would have to be approved by the Chief Executive Officer, ASAMB. No construction works shall be carried out by the Second Party without specific and written permission by the Second Party.
- 4.5 Lessee shall provide internal maintenance and janitorial and security services in the Facilities.
- 4.6 Lessee shall at its own cost and expense provide adequate personnel, qualified and experienced, for the purposes of operating and maintaining the Facilities and shall be responsible for maintaining proper records.
- 4.7 Lessee will ensure that all the employees of the Project remain neat and clean and properly dressed. Lessee will also ensure that it will not employ any person to work

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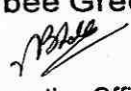

Chief Executive Officer

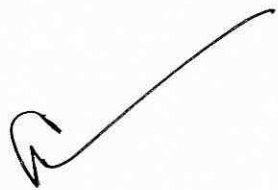

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on the project who is suffering from any contagious or infectious disease. For this purpose, the Lessee will obtain medical certificate for each of its employees as and when asked to do so.

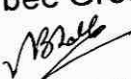
- 4.8 Lessee shall duly discharge and settle all payments and dues including but not limited to salary/wages/provident fund/employees insurance and any other dues or claims whatsoever as per law, and whether statutory or contractual and also including any termination compensation or dues, owing to its personnel and staff including any contract labor engaged by Lessee provided for the purposes of maintaining and/or operating the said facilities and to indemnify and keep Authority fully indemnified against all claims and demands from or on behalf of any such personnel or staff of Lessee and all actions, proceedings, damages, costs and expenses resulting from any such claims and demands.
- 4.9 Lessee shall use the property of the Organic Agriculture Produces Market Complex at Sixmile and the premises solely for the purpose as mentioned in this agreement
- 4.10 Lessee shall organize training cum seminar on organic farming and/ or organic certification and/ or good agricultural marketing practices twice in a year and one National event in a year for growth and for export avenues of organic agriculture produces of North East region.
- 4.11 Lessee shall not cause, permit or suffer any misuse of the facilities and the areas, such misuse to include the holding or conducting of any programmes not intimated to the Authority in advance. Lessee have to submit a written letter giving details of the programme to Authority in reasonable advance period so that the Authority may in its discretion approve or reject any programme within 1 week of the intimation of the programme by Lessee. The Authority will necessarily send a written letter of rejection to Lessee, if deemed so.

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Assam State Agricultural
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- 4.12 Lessee shall arrange to display the methods, process of organic cultivation and good agricultural marketing practices including the procedures for obtaining organic certification of agricultural produces.
- 4.13 The Lessee will arrange, at its own cost, for security and safety of the market functionaries and other visitors coming to the Organic Agriculture Produces Market Complex at Sixmile.
- 4.14 The Lessee will maintain/repair including necessary painting at the interval of 3 years at its own cost.
- 4.15 The Lessee will arrange temporary accommodation for support staff, at their own cost, at suitable location in the market complex premises with the approval of the competent authority.
- 4.16 The Lessee should maintain the flora and fauna of the complex. Sincere effort shall be made by the Lessee to keep the area green and plastic free.
- 4.17 Lessee shall supply high quality food & Beverages under strict hygienic conditions and provide decent services to the market functionaries and / or visitors in the accommodation provided for Canteen facilities. Cleanliness and salubrious surroundings are to be maintained always within the project premises by the Lessee.
- 4.18 Lessee will ensure that the garbage from the project must be disposed of at the safest place outside the project premises in an environment friendly manner and as per the local urban laws.
- 4.19 Lessee will make adequate provisions and measures for security, fire protection, and fire fighting arrangement as may be prescribed by the competent authority, at their own cost.

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- 4.20 Lessee shall comply with and scrupulously observe all applicable laws, rules and regulations and statutory requirements at its own costs related to the facilities including but not limited to those relating to food and beverages, and the conditions attaching to any permission or approval and shall indemnify and keep Authority fully and comprehensively indemnified against any default or breach or non-observance of any laws, rules, regulations, requirements, conditions etc. and any consequences, liabilities, damages, costs, charges and expenses arising out of or in consequence of any such default, breach or non-observance as aforesaid.
- 4.21 Lessee shall keep insured at their cost at all times all the buildings, facilities, furnishings and equipments in the joint name with the Authority against all thefts, fire, earthquake, accidents, damages and other natural calamities etc. and bear all expenses for payment of premium, etc. incurred for such insurance. A copy of the insurance policy shall be furnished to the Authority for records.
- 4.22 Lessee shall at its own cost and expenses pay all statutory and non statutory dues including but not limited to as given below in clauses (a) to (f). Lessee shall produce copies of payment vouchers / money receipts etc. towards the payment against sub clause (a) and (b) below as may be called for by the Authority
- (a) All power and water supply expenses.
 - (b) All taxes such as Income Tax, Sales Tax, Service Tax and Water Tax, Urban Tax and other taxes as may be imposed by the Central Government and / or State Government and /or local authorities except the property tax/land tax and building tax which will be borne by the Authority.
 - (c) All costs and expenses of the management and operation of the Facilities.
 - (d) All demands, dues/liabilities and or expenses incurred and payable to any supplier of stocks and supplies and other consumable.
 - (e) All expenses for the internal upkeep and maintenance of the Facilities including but not limited to painting, polishing, sanitary, plumbing, electric maintenance, landscaping as well as repairs and replacements.

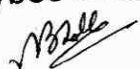
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- (f) All other expenses towards running of Facilities such as charges for internet, telephone, telex, fax, etc. All expenses of clothing and uniform of the officer/staff/ personnel of Lessee.
- 4.23 Lessee shall not store or allow storage of any explosive or inflammable materials in the premises of the captioned unit except such materials as required for construction works in the area with proper and valid license.
- 4.24 Authority will not be made party to any dispute between Lessee and any supplier, vendor, service provider, etc. with whom Lessee enters into contract with.
- 4.25 Lessee shall not charge, encumber, or create any lien or any rights whatsoever on any assets, facilities or properties belonging to Authority or any part thereof.
- 4.26 Lessee will not sub-let either the whole project or a portion of the same to any third party without prior permission of the Authority. Lessee will require prior written permission of the Authority before any sub-lease, license or any such contractual agreement is entered into. Any sub contract/ sub lease entered between Lessee will automatically expire on expiry of Term of this agreement or in the event of termination of this agreement between the Lessee and Authority.
- 4.27 The Lessee shall get the maintenance of specialized items like Electricity, Cold Rooms, Ripening Chamber, Lifts, DG set etc. through Original Equipment Manufacturers only.
- 4.28 Lessee will supervise, monitor and control the activities of Contractors, sub-contractors, their employees and agents under their respective Project Agreements as may be necessary.
- 4.29 Lessee will take all reasonable precautions for the prevention of accidents on or about the Project Site and provide all reasonable assistance and emergency medical aid to accident victims.

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Chief Executive Officer

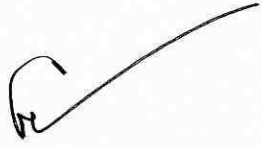

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- 4.30 Lessee shall allow access to Authority and its authorized representatives at all times to inspect the project facilities, financial and statutory records and other relevant accounts of Lessee relating to receipt and expenditure, sale of tickets from operation and management of the Facilities.
- 4.31 Lessee shall forthwith, upon expiry of the Term, surrender in good condition, free from any lien or encumbrances, repair and other subject to normal wear and tear any equipment and articles or other property of Authority to such person as nominated by Authority.
- 4.32 Lessee shall develop and maintain a Project website giving details of the Organic Agriculture Produces Market Complex at Sixmile with Users feedback section.
- 4.33 Besides the roles and responsibilities laid down in the RFP, the Lessee will also have to undertake those responsibilities as prescribed by Authority from time to time and those detailed in this Agreement being executed between Authority and Lessee.

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Chief Executive Officer



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ARTICLE 5

Authority's Responsibilities/Covenants

- 5.1 It shall be Authority's obligation to ensure that the following are made available or executed by the Authority:
- (a) All litigation involving the Project, prior to the date of signing of lease agreement and wherein the actions have been filed against the Authority, the same shall be contested and conducted solely by the Authority. The Lessee shall be in no way held responsible or liable as a reason thereof.
 - (b) Any liability arising out of in providing the Project facilities free of Encumbrances shall be borne solely by the Authority.
 - (c) The Authority shall ensure that from the date of execution of this agreement and till the completion of the Lease Period, the Lessee has access to the Project Site for the purpose of carrying out the Lessee's obligations under this lease Agreement.
 - (d) The Authority shall assist in getting permissions and exemptions as may be required under laws relating to it and regulating the Project as applicable in the State of Assam.
- 5.2 Authority reserves the right to initiate for obtaining grants-in-aid from Govt. / Public Sector / Other Agencies for the development and promotion of organic farming and marketing in the State of Assam under the project, a mutual decision with the Lessee will be formulated in regards to the execution of such fund.
- 5.3 Authority hereby reserves the right to inspect the project facilities and books of accounts of the lessee with respect to the Project during the subsistence of the Agreement.

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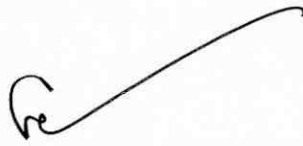

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- 5.4 Authority reserves the right to establish, regulates and revise the prevailing user charges and linking it to the market inflationary trends/indices.
- 5.5 Authority reserves the right to give recommendations with regard to procedures and standards of quality to ensure that high standards of quality are maintained by Lessee.
- 5.6 It is expressly understood that the financial obligations on the part of Authority are confined to those specifically set out in this Agreement, and Authority will not be expected or obliged to provide any additional finances or incur any additional expenditure of any kind whatsoever.
- 5.7 Authority reserves the rights to increase the annual lease rentals @15% after every 5 (five) years.
- 5.8 Authority will give due preference in organization of Government sponsored programmes and/ or training cum seminar relating to organic cultivation, organic certification and good agricultural marketing practice at the project site.

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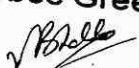

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Assam State Agricultural
Marketing Board, Ulubari.

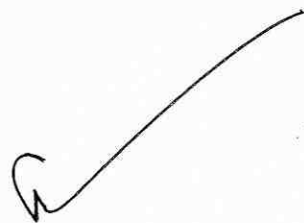
ARTICLE 6

Commercial Consideration

- 6.1. In consideration of the rights, privileges and interests granted by the Authority to the Lessee in terms of this Agreement, the Annual Lease rental of Rs. 30.00 lacs (Rupees thirty lacs) only per year plus Service Tax as applicable) shall be payable by the Lessee to the Authority for each financial year during the term of this agreement in the Authority's or its nominee's bank account at a scheduled bank (to be intimated later on) payable at Guwahati.
- 6.2. The first Annual Lease rental shall be due and payable on the date of signing of this agreement and accordingly, the lessee shall deposit the subsequent Annual Lease rental within 10 (Ten) days prior to the same date every year.

In the event of delay in payment by the Lessee, the lessee shall be required to pay the Authority interest at the rate of 10% per annum for the defaulted period. In the case of delay in payment by the Lessee beyond 30 days, it shall be a Lessee Event of Default and the Authority shall have the absolute discretion to terminate the agreement in accordance with Article 13.

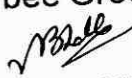
Anjaybee Green

Chief Executive Officer

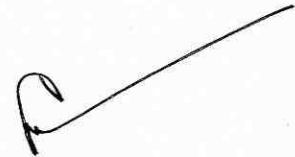

Chief Executive Officer,
Assam State Agricultural
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ARTICLE 7**Performance Security**

- 7.1 The Lessee shall ensure that for the entire Lease Period, it will maintain a Performance Security of Rs. 30.00 lacs in the form of Bank Guarantee of any Nationalized/Scheduled Bank duly pledged to the Chief Executive Officer, Assam State Agricultural Marketing Board, Ulubari, Guwahati- 7 valid up to 3 (Three) months, beyond the lease period.
- 7.2 Upon occurrence of a Lessee Event of Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate relevant amounts from the Performance Security as damages. Upon such encashment and appropriation from the Performance Security, the Lessee shall, within 30 (thirty) days replenish, in case of partial appropriation, to its original level of the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the Lessee shall, within the time so granted replenish or furnish to the Authority a fresh Performance Security as aforesaid, failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 13.
- 7.3 That the amount of Performance Security deposit of Rs. 30.00 lacs shall be released after expiry of the agreement or termination, after adjustment of dues, if any, payable by the Lessee to the Authority under this Lease agreement. In case of termination by the Lessee, the security money shall be forfeited.

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Assam State Agricultural
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ARTICLE 8

Publicity and Promotional Expenses

- 8.1 The promotion, publicity, advertisement including any charges on this account will be part of the responsibility of Lessee.
- 8.2 Lessee shall be responsible for adequate advertisement and publicity (in print and electronic media) including as may be necessary in connection with the promotion of the project and optimum utilization of the various Facilities in consonance however with the image, philosophy, objectives of the project.
- 8.3 All publicity materials in electronic and print media and also for the advertisement through leaflets, brochures, etc and also in signboards, hoardings, etc. for the project under this agreement should prominently mentioned the following:





Logo of: Authority

A Unit of: Assam State Agricultural Marketing Board.

Managed by: Anjaybee Green.

- 8.4 The logo of Authority must be displayed in signboard and in the advertisement and publicity materials brought out by the Lessee. The Lessee will be free to arrange marketing of the project in the domestic and international market and launch publicity campaign at its own cost. Further, the Lessee will have to display the instructions / request of the Authority to the market functionaries/ visitors/ guests at proper places of the project.

Anjaybee Green

 Chief Executive Officer


 Chief Executive Officer,
 Assam State Agricultural
 Marketing Board, Ulubari.

ARTICLE 9

Accounts and Audit

- 9.1. The Bankers for the purpose of this agreement shall be decided by Lessee with intimation to Authority. Lessee shall open and operate the aforesaid bank accounts in connection with the operation and management of the Project.
- 9.2. All monies, cash receipt, cheques and negotiable instruments relating to Project revenue shall be deposited in the Bank Account earmarked for the purpose, within maximum 4 working days.
- 9.3. The Lessee shall maintain books of accounts recording all its receipts (including all user charges and other revenues derived/collected by it from or on account of the Project and its facilities), income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Lessee shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement.
- 9.4. The Authority shall have the right to inspect the records of the Lessee during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.
- 9.5. Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at anytime, another firm of Chartered Accountants to audit and verify all those matters, expenses, costs, realizations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

Anjaybee Green



Chief Executive Officer,
Assam State Agricultural

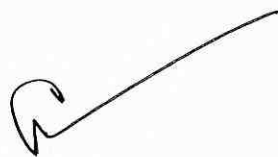
ARTICLE 10

Ownership of logos, names and marks

- 10.1 All names, brands, etc of Organic Agriculture Produces Market Complex at Sixmile, its sub-components and Facilities will be the property of Authority only. Exception may be made by the Authority for those brands and names that operate outside Organic Agriculture Produces Market Complex at Sixmile under the same brands and names. Operator will have to take specific written permission before using such brands and names.
- 10.2 That the Lessee will have to use the name of Authority with its logo on the tickets, receipts and on every bit of paper/ pad to be used for and on behalf of the Authority.

Anjaybee Green


Chief Executive Officer

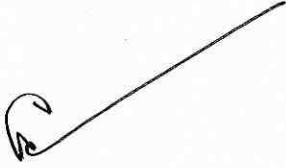

Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

ARTICLE 11**TERM**

- 11.1 The initial Term of the Lease agreement will be of 10 (Ten) years unless at the end of this term, Authority may grant an extension to the Lessee or appoint another Lessee as it deems fit on terms and conditions set by Authority. The decisions of Authority in this regard shall be final and binding.
- 11.2 The terms of the lease agreement will be extended in accordance with Article 15 dealing with Force Majeure.

Anjaybee Green


Chief Executive Officer


Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

ARTICLE 12

Performance Evaluation

12.1. Annual Performance evaluation

Authority though its nominated staff or agency will evaluate the performance of the Lessee based on the provisions of this agreement and on the Key performance indicators as specified in the Schedule 4 to this agreement on a specified time interval defined under Clause 12.2. Schedule 4 provides a list of such Key performance indicators.

12.2. Schedule of Inspection

12.2.1. Scheduled Inspection

For the purpose of performance evaluation, the term of the lease agreement is divided into two phases:

- Phase-1: Three years from the date of the signing of the lease agreement, which is termed as Performance Evaluation Period.
- Phase-2: From the beginning of 4th year to the completion of Term in conformity with the Agreement.

During the Phase-1 term, the inspection of the project site and performance evaluation will be carried out in every six months with respect to capabilities/ quality of Operation and Management of the centre by the bidder both in terms of facilities, management and training cum seminar and event organised as per Key Performance Indicators.

The performance evaluation during the Phase-2 period will be on yearly basis.

12.2.2. Unscheduled Surprise Inspection

However, Authority reserves the right to undertake any surprise unscheduled inspection in addition to the above mentioned scheduled inspection on the basis of receipt of any written complaints and feedback of the users of the Project or on its own to ensure that provisions of this agreement are complied with.

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Chief Executive Officer

Chief Executive Officer,
Assam State Agricultural
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12.3. Reporting requirements

Authority or any of its nominated person/ agency shall inspect the Project site to undertake any scheduled or unscheduled surprise inspection as per Clause 12.2. It shall make a report of such inspection (the "**Performance Evaluation Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to compliance with the obligations of the Lessee and Key Performance Indicators and send a copy thereof to the Authority and the Lessee within 7 (seven) days of such inspection.

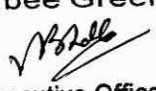
12.4. Remedial measures


12.4.1. The Lessee shall repair or rectify the defects or deficiencies, if any, set forth in the Performance Evaluation Report and furnish a report in respect thereof to the Authority within 30 (thirty) days of receiving Performance Evaluation Report, as the case may be; provided that where the remedying of such defects or deficiencies is likely to take more than 30 (days) days, the Lessee shall submit progress reports of the repair works once in every 15 days until such works are completed in conformity with this Agreement.

12.4.2. In the event that remedial measures are not completed by the Lessee in conformity with the provisions of this Agreement within 30 (thirty) days of receiving Performance Evaluation Report or extended period, it will amount to Lessee's Event of default and Authority will have the right to terminate this Agreement as per Article 13.

12.4.3. In the event the Lessee fails to repair or rectify any defect or deficiency set forth in the Performance evaluation report within the period specified in Clause 12.4.1, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at 0.1% (zero point one per cent) of Performance Security. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

Anjaybee Green


Chief Executive Officer


Chief Executive Officer,
Assam State Agricultural
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ARTICLE 13

Termination

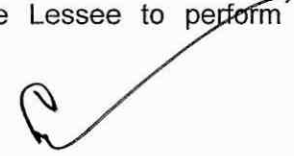
13.1. Termination for Lessee Default

Each of the following events or circumstances, to the extent not caused by a default of the Authority or Force Majeure, and if not cured within the "Cure Period" which shall be 60 (sixty) days from the date of notice of default (the "Default Notice") from the Authority, shall be considered for the purpose of this Agreement as Events of Default of the Lessee ("Lessee Events of Default"):

- i) The Lessee is in breach of its obligations under this Lease Agreement, which has a Material Adverse Effect upon the Authority or the Project.
- ii) The Lessee is in breach of any representation or warranty made under this Agreement or it repudiates this Lease Agreement.
- iii) Delay in payment of annual lease rentals by the Lessee.
- iv) The Lessee has failed to make any payment to the Authority within the period specified in this Agreement.
- v) The Lessee fails to achieve the Key Performance Indicators as per Article 12 as provided for in this Lease Agreement.
- vi) The Lessee abandons the Project or any of its material obligations as provided under this Agreement.
- vii) The Lessee fails to maintain Performance Security under Article 7 or any replenishment or furnishing of fresh Performance Security in the event of partial appropriation by the Authority.
- viii) Any transfer pursuant to law of either (a) the rights and/or obligations of the Lessee under this Lease Agreements and/ or (b) all or material part of the assets or undertaking of the Lessee; except (i) to the extent permitted by this Lease Agreement or (ii) where any such transfer, in the reasonable opinion of the Authority, does not affect the ability of the Lessee to perform its obligations under this Lease Agreement.

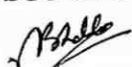
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Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

- ix) In the event a resolution is passed by the shareholders of the Lessee for the voluntary winding up of the Lessee.
 - x) The Lessee is adjudged bankrupt or insolvent or if a trustee or receiver is appointed for the Lessee or for any of its property that has a material bearing on the Project;
 - xi) Any petition for winding up of the Lessee is admitted by a court of competent jurisdiction or the Lessee is ordered to be wound up by court, *except* if such petition is for the purpose of amalgamation or reconstruction, provided that as part of such amalgamation and reconstruction, the property, assets and undertaking of the Lessee are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Lessee under this Agreement and provided that:
 - (a) The amalgamated entity or reconstructed entity has the technical capability and the operating experience necessary for the performance of its obligations under this Agreement;
 - (b) The amalgamated entity or restructured entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of the Lessee as on the Compliance Date;
 - xii) The Lessee assigns this lease Agreement or any of its rights or obligations under the Lease Agreement, where such assignment is not in accordance with the terms and conditions of the Lease Agreement.
 - xiii) The Lessee submits to the Authority any statement which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars.
 - xiv) The Lessee commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority;
- 13.2. Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Lessee Default, the Authority shall be entitled to terminate this Agreement by issuing a notice ("**Termination Notice**") to the Lessee; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Lessee of its intention to issue such Termination Notice and grant

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Chief Executive Officer


Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

15 (fifteen) days to the Lessee to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

13.3. Compensation for default by the Lessee

In the event of the Lessee being in material default or breach of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material default or breach, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 13.3 for any material breach or default in respect of which Damages are expressly specified and payable under this Agreement or for any consequential losses incurred by the Authority. For the avoidance of doubt, it is agreed that recovery of Damages or any sum payable under this Clause shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

13.4. Termination By Lessee

13.3.1. Notwithstanding anything to the contrary herein contained, this Agreement may also be terminated:

13.3.2. By Lessee by an irrevocable notice of 60 days in writing to Authority, given after the completion of a period of 3 years reckoned from the date of commissioning of the Project, subject to meeting the obligations namely, viz.,

- (a) Continuing the operations and services in the same way, quantitatively and qualitatively, as before through the notice period including payment of all statutory and non statutory dues arising out from execution of this agreement; and
- (b) The payment of all the sums due to Authority including the guaranteed annual lease rental amount under this Agreement until the termination of this Agreement pursuant to the notice.
- (c) It is understood that Authority shall also meet its obligations during the notice period.

Anjaybee Green

[Signature]
Chief Executive Officer

[Signature]
Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

ARTICLE 14

Lessee's presence to cease on expiry or termination

- 14.1. Upon expiry of the term or of a sooner termination of this Agreement:
- 14.1.1. It is agreed that on revocation of the Lease agreement or vacation of the Project by the Lessee for any reason whatsoever, the Lessee will not remove any moveable items without written permission of the Chief Executive Officer, ASAMB, and if required the Authority shall have the option to retain the same with payment of consideration as may be mutually agreed upon.
- 14.1.2. Subject to the above clause and permission of Authority, Lessee shall forthwith remove itself and all its belonging from the Project facilities and areas within 30 days and Authority shall immediately assume care of the management and operation of the Project facilities and the areas, directly or through any other agency. Lessee shall have no right to prevent such operation and management by Authority and expressly agrees that in exercise of this right, Authority will be entitled to prevent Lessee and its officers, staffs, agents or servants from entering and having any access whatever to the project facilities save and except for removal of Lessee's belongings.
- 14.1.3. That in case the Lessee fails to vacate the possession of the Project at the expiry/ cancellation of the Lease period and if the extension is not given to the Lessee, the lessee shall be liable to pay way of damages/ penalty three times the prescribed yearly Lease rentals for every such year of unauthorized occupation till eviction is completed.
- 14.1.4. That it is specifically made clear that the premises in question are public premises within the meaning of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and provisions of the said Act shall apply for eviction purpose or any other law applicable to the context for eviction purpose.
- 14.1.5. Lessee shall surrender the assets in good condition, free and clear of any charges, liens and Encumbrances created or suffered by the Lessee, repair and order subject to normal wear and tear of any equipment, articles or other property of Authority (which Lessee may have the use under or pursuant to this Agreement) to such person/agency as nominated by Authority for the purpose.

Anjaybee Green


Chief Executive Officer



Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.


ARTICLE 15

Force Majeure

- 15.1 When a party to this Agreement is unable (wholly or in part) by reason of force majeure to carry out any obligation under this Agreement then the Party shall,
- (a) Give the other Party prompt notice of that force majeure with, reasonably fully particulars thereof and in so far as known, the probable extent to which it will be unable, to perform or be delayed in performing that obligation, and
 - (b) Use all possible diligence to remove that force majeure as quickly as possible. During the duration of the force majeure, the obligations of the Parties so far as they are affected by force majeure shall stand suspended, and Authority's compensation shall be reduced on a pro-rata basis. The period of suspension or that affected by force majeure shall then be added to the period of this Agreement.
- 15.2 If after a period of 7 (seven) days the force majeure has not ceased, the Parties shall meet in good faith where they have not already met earlier, to discuss the situation and endeavor to achieve a mutually satisfactory resolution to the problem.
- 15.3 If the force majeure continues for a period beyond 3 (three) months and no mutually satisfactory resolution is possible then the party receiving the notice for force majeure shall have the right to terminate this agreement.
- 15.4 In this Agreement, "**force majeure**" means an act of God, war, blockade, lightening, fire, earthquake, storm, flood, strike, governmental restraint and expropriation.

Anjaybee Green


Chief Executive Officer


Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

ARTICLE 16

DISPUTE RESOLUTION

16.1. Dispute resolution

16.1.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 16.2.

16.1.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

16.2. Conciliation

In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the **Chief Executive Officer, ASAMB** and the Chairman of the Board of Directors of the Lessee for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 16.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 16.3.

Anjaybee Green



Chief Executive Officer



Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari

16.3. Arbitration

16.3.1. In the event of any dispute or difference arising between the Parties arising out of or relating to or in respect of this Agreement, the same shall be referred to the sole arbitration of an arbitrator to be appointed by the Empowered Committee on PPP constituted by the Government of Assam under in accordance with The Arbitration and Conciliation Act 1996. The venue of such arbitration shall be District of Kamrup (Metro) at Guwahati, and the language of arbitration proceedings shall be English.

16.3.2. The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article shall be final and binding on the Parties as from the date it is made, and the Lessee and the Authority agree and undertake to carry out such Award without delay.

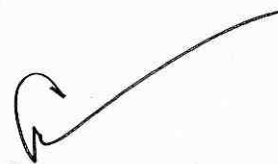
16.3.3. The Lessee and the Authority agree that an Award may be enforced against the Lessee and/ or the Authority, as the case may be, and their respective assets wherever situated.

16.3.4. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

Anjaybee Green



Chief Executive Officer



Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

ARTICLE 17

Miscellaneous Provisions

17.1. Indemnities

The Lessee is responsible to the Authority for the due performance and discharge of its obligations and responsibilities under this Agreement and shall indemnify the Authority against all claims, actions, proceedings, damages, costs and expenses incurred by it as a result of any failure or default on the part of the Lessee in discharging and performing such obligations and responsibilities.

17.2. Consent

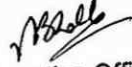
Whenever in this agreement the consent or approval of either party hereto is requested, such consent or approval shall not be unreasonably withheld provided that any party acting within the terms of this agreement withholds their consent, the same shall not be construed as unreasonable. Further all requisite consents and approvals in respect of all such matters shall be expeditiously dealt with by both the parties keeping in view the desire for efficacious operations. Urgent matters expressly mentioned as such shall be dealt with immediately.

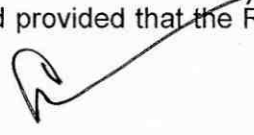
17.3. Agreement to be Repository

It is expressly declared that:-

- (a) This Agreement is the sole Repository of the terms and conditions concerning the subject matter of this Agreement. All prior Agreements or Understandings whether contained in any signed Agreement or Memorandum of Understanding or in any correspondence exchanged between the Parties or otherwise in any oral discussions, stands superseded and abrogated provided that the Request

Anjaybee Green


Chief Executive Officer


Chief Executive Officer,
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Marketing Board, Ulubari.

for Proposal and Lessee proposal form a part of this agreement. In case of any differences in the clauses between the Request for Proposal and Lessee Proposal, the clause in the Request for Proposal document will be binding.

- (b) This Agreement can only be amended by a subsequent Agreement between the parties which is reduced to writing and not otherwise. All duly executed amendments shall be similarly executed in duplicate and shall form part of this Agreement.

17.4. Relations between the Parties

Nothing contained herein shall be construed as establishing or creating a relationship of master and servant, partnership, joint venture, principal and agent between the Parties hereto shall be a strictly principal to principal relationship and nothing contained herein shall be construed as a sale, transfer or disposal and/or creating any interest in the project in favor of Lessee the use thereof allowed to Lessee being only that of a licensee and strictly on and subject to the terms and conditions stated herein.

Neither Party hereto shall be liable for the debts or obligations of the other Party hereto except as where expressly provided as herein.


17.5. Confidentiality


The Parties hereto shall keep mutually confidential and exclusive of third Parties confidential information/ expert information/ expert techniques and the like as they may receive from each other during the course of this Agreement.

17.6. Governing Law and Jurisdiction

This lease shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts of Assam shall have jurisdiction over all matters arising out of or relating to this Lease Agreement.

Anjaybee Green


Chief Executive Officer


Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

17.7. Waiver

Waiver by either Party of any default by the other Party in the observance and performance of any provisions of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- (c) shall not affect the validity or enforceability of this Lease Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

17.8. Exclusion of implied warranties

This Lease Agreement expressly excludes any warranty, condition or any other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

17.9. Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other legal and valid instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any

Anjaybee Green

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Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions, which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided, failure to agree upon any such provisions shall not be a subject matter to dispute resolution under this Lease or otherwise.

17.10. Custody of Documents

The Design Documents shall be in the custody and care of the Lessee. Unless stated otherwise in this lease Agreement, the Lessee shall provide four copies for the use of the Authority.

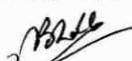
17.11. Copyright


The Lessee, as beneficial owner, hereby transfers to the Authority copyright and registered design and all other intellectual property rights subsisting in or accruing to the Lessee, in relation to the Design Documents made or to be made by or on behalf of the lessee, during the lease Period for which such copyright subsists in such works. The Authority hereby grants to the Lessee non-exclusive royalty-free license to use such documents and drawings solely for the purpose of complying with its obligations under this Lease Agreement.

17.12. Use of the Authority's Documents

Copyright in the Technical Requirements and other documents issued by the Authority to the Lessee shall (as between the Parties) remain the property of the Authority. The Lessee may, at its cost, copy, use and communicate any such documents for the purposes of this Lease Agreement. They shall not, without the Authority's consent, be used, copied or communicated to a Third Party by the Lessee, except as necessary for the purposes of this Lease Agreement.

Anjaybee Green


Chief Executive Officer


Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

17.13. Compliance with Laws and Directives

- (a) The Lessee shall, in all matters arising in the performance of this Lease Agreement comply with, give all notices under, and pay all taxes, levies and other similar charges required by the provisions of any Central or State law or directive or any regulation of any legally constituted public authority having jurisdiction over the Project. The lessee shall obtain all permits, licenses or approvals required for any part of the Project in reasonable time, taking into account the delivery time for the Equipments and Materials and required for completion of the project. The Authority and the Lessee shall comply with all the laws as applicable.
- (b) In the performance of this Lease Agreement, the Lessee shall ascertain and comply with all relevant laws and directives. The Authority will provide such reasonable assistance as may be requested by the Lessee in ascertaining the nature and extent of such relevant Indian laws and directives.
- (c) The lessee shall indemnify the Authority, the Authority's officers, employees and agents against all governmental penalties and fines payable to a Competent Authority, together with any reasonable legal expenses incurred in connection therewith, to the extent arising out of any failure of the Lessee, any Subcontractor or their respective agents or employees to comply with any law or directive applicable to the start-up, operation and maintenance activities conducted at the Project Site, during the performance of its obligations.
- (d) If the Lessee or the Authority finds any divergence between any law or directive and the Technical Requirements, it shall give to the other Party a written notice specifying the divergence and proceed in accordance with provisions for termination as given in Article 13.

17.14. Joint and Several Liability

If the Lessee is a joint venture of two or more Persons, all such Persons shall be jointly and severally liable to the Authority for the fulfilment of the terms of this Lease Agreement. Such Persons shall designate one of them to act as "Lead Member" with authority to bind the joint venture and each of its members. The composition or the

Anjaybee Green

 Chief Executive Officer


 Chief Executive Officer,
 Assam State Agricultural
 Marketing Board, Ulubari.

constitution of the joint venture shall not be altered without prior approval of the Authority and as per the specific provisions in this regard provided in this Lease Agreement.

17.15. Notifications

- (a) Wherever provision is made for the giving or issuance of any notice, instruction, consent, approval, certificate or determination by any Person, unless otherwise specified, such communication shall be in writing and shall not be unreasonably withheld or delayed. Wherever provision is made for a communication to be "written" or "in writing", this means any hand-written, typewritten or printed communication, including the agreed systems of electronic transmission.
- (b) All certificates, notices or written orders between the Parties shall either be delivered by hand against written acknowledgement of receipt, or be sent by registered acknowledgement due pre-paid post or courier or one of the agreed systems of electronic transmission. In the event of any dispute, unless such acknowledgement of receipt is provided, the communication shall be treated as not given.
- (c) In the case of the Lessee, all communication shall be marked for the attention of the person and to the address provided below, or to such other person or address as may be intimated to the Authority by the Lessee from time to time.

Name of Lessee's Representative : The Chief Executive Officer__


Address for communication: **Anjaybee Green**, Flat No. 4A/A, Rajnil Mansion, Rukmini Nagar, 5th Byelane, Guwahati- 781022.


- (d) In the case of the Authority, all communication shall be addressed to:

Name of Authority's Representative:__ The Chief Executive Officer

Address for communication: **Assam State Agricultural Marketing Board**, R.K. Mission Road, Ulubari, Guwahati- 781007.

Anjaybee Green


Chief Executive Officer


Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

17.16. Language

The language of this Lease Agreement is the English language. All correspondence, drawings, designs, design data, Tests reports, certificates, specifications and information shall be in the English language. All other written and printed matter required for operation and maintenance shall be executed in the English language. Instructions and notices to the public and staff and all other signs and information notices shall be in English, Hindi/ Local language.

17.17. Counterparts

This lease may be executed in 2 (two) counterparts, each of which when executed and delivered shall constitute an original of this Lease Agreement.

Anjaybee Green



Chief Executive Officer



Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

IN WITNESS whereof the Parties have executed and delivered this Lease Agreement as of the date first above written.

SIGNED SEALED AND DELIVERED

For and on behalf of **Assam State Agricultural Marketing Board**
(Authority) by:

____ (Signature)
____ (Name)
____ (Designation)

SIGNED SEALED AND DELIVERED

For and on behalf of _____
(Lessee) by:

____ (Signature)
____ (Name)
____ (Designation)

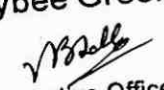
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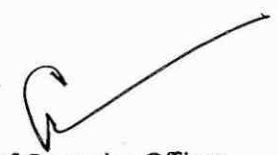
1)

2)

Date:

Place:

Anjaybee Green

Chief Executive Officer


Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

Schedule 1

The layout plan of the Market Complex
(Comprising of 4 pages)

Anjaybee Green


Chief Executive Officer



Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari

SD

Schedule 2


Project facilities

1. Market Complex Building comprising of the following facilities/accommodation:

Facilities	No. of Unit	Area/ Unit	Capacity/Unit
A) Ground Floor			
i) Vegetable grading & auction yard	-	714.98 M ²	-
ii) Store/ Godown	1	28.59 M ²	10.00 MT
iii) Ventilated Godown	1	49.95 M ²	10.00 MT
iv) Cold Room	2	68.82 M ²	5.00 MT
v) Banana ripening unit	1	49.35 M ²	5000 Nos. /Batch
vi) Covered parking yard	-	834.76 M ²	
vii) Other utility area.	-	236.62 M ²	
B) First Floor			
i) Grading and auction yard for fruits and flowers	-	928.70 M ²	
C) Second Floor			
i) Retail Market Yard for fruits, vegetable and flowers	-	634.27 M ²	
ii) Retail Market for day to day consumable	-	455.39 M ²	
iii) Electronic Auction Hall	1	246.60 M ²	
iv) Administrative Block	1	167.93 M ²	
v) Training Hall	1	5.81 M ²	
vi) Laboratory	1	36.21 M ²	
vii) Lobby/ Restaurant	-	213.67 M ²	

Anjaybee Green

Chief Executive Officer



 Chief Executive Officer,
 Assam State Agricultural
 Marketing Board, Ulubari.

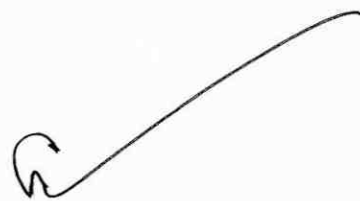
2. Other facilities:

51

- i) Toilet blocks
- ii) Entrance gate with Security Shed
- iii) Deep tube well with Sump & Overhead Water Tank
- iv) Electrical Substation & External Electrification
- v) DG Set- 1 unit
- vi) Weighing Scale- 2 units
- vii) Truck Parking yard
- viii) Retaining cum boundary wall etc.

The property worth Rs. 7.70 Crore (approx.) at costs, excluding the cost of land.

Anjaybee Green

Chief Executive Officer


Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

Schedule 3**User Charges**

1. Market users' fee/charges to be finalized after discussions with the Authority. Market users' fee/charges will include the service charge for providing space for auctioning of commodities, storage/cold storage rent, ripening charge of fruits and weighing charge, if any.
2. Parking Fee- to be notified by the Authority
3. Food and beverages at MRP

Timings

- Open all days
- Entry Time - 6.00 AM – to 10.00 PM

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Chief Executive Officer



Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.

Schedule 4

Key Performance Indicators

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Chief Executive Officer




Chief Executive Officer,
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Marketing Board, Ulubari

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Sl. No.	Parameter	Benchmark and frequency
1	Timely payment to the Authority of annual lease rentals	First Annual Lease rental on the date of signing of this agreement and subsequent Annual Lease rental within 10 (Ten) days prior to the same date every year
2	Number of Training cum Seminar organised (on organic farming and/ or organic certification and/ or good agricultural marketing practices)	Minimum 2 (two) per annum
3	Number of National Events organised (for growth and for export avenues of organic agriculture produces of North East region).	Minimum 1 per annum
4	Resolution of Customers complaints or action on customer feedback	Within 1 week of the complaint
5	Project web site uptime for project details	90%
6	Painting / whitewash of Project facilities	At an interval of 3 years
7	General upkeep and cleanliness of the site	At all times
8	Incident response time (Accidents, fire fighting, medical emergencies etc)	Within 15 minutes
9	Submission of reports to the authority	Within the specified timelines
10	Advertisement in Print and electronic media	Minimum 2 advertisements per year in print media and 2 advertisements per year in electronic media
11	Maintenance of books of accounts for the project	At all times


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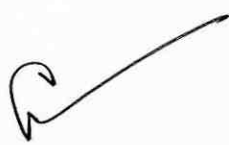
 Chief Executive Officer

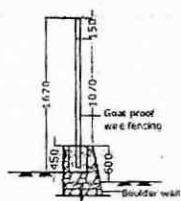

 Chief Executive Officer, 53
 Assam State Agricultural
 Marketing Board, Ulubari.

12	Maintenance of specified insurance policies for the project facilities	At all times
13	Compliance with timely payment to staff	Every month
14	Displaying the methods, process of organic cultivation and good agricultural marketing practices including the procedures for obtaining organic certification of agricultural produces	At all times
15	Use of Logo of the Authority in printed literature, tickets and sign boards	At all times
16	Disposal of wastes in an environmentally friendly manner as per the local urban laws	At all times
17	Compliance with the labour laws and other applicable laws / permits	At all times
18	Cleanliness of toilet blocks	At all times
19	Dissemination of information through signboards, Audio visual aids, website and help desk in the project premises	At all times

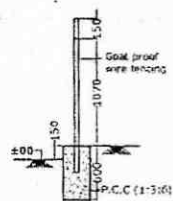
Anjaybee Green


Chief Executive Officer

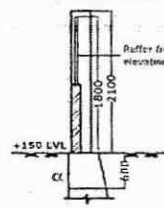

Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.



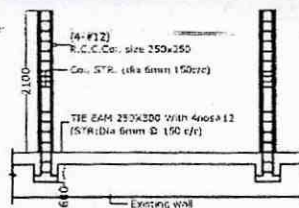
SECTION 1-1



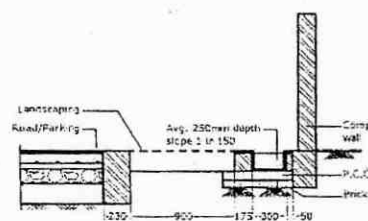
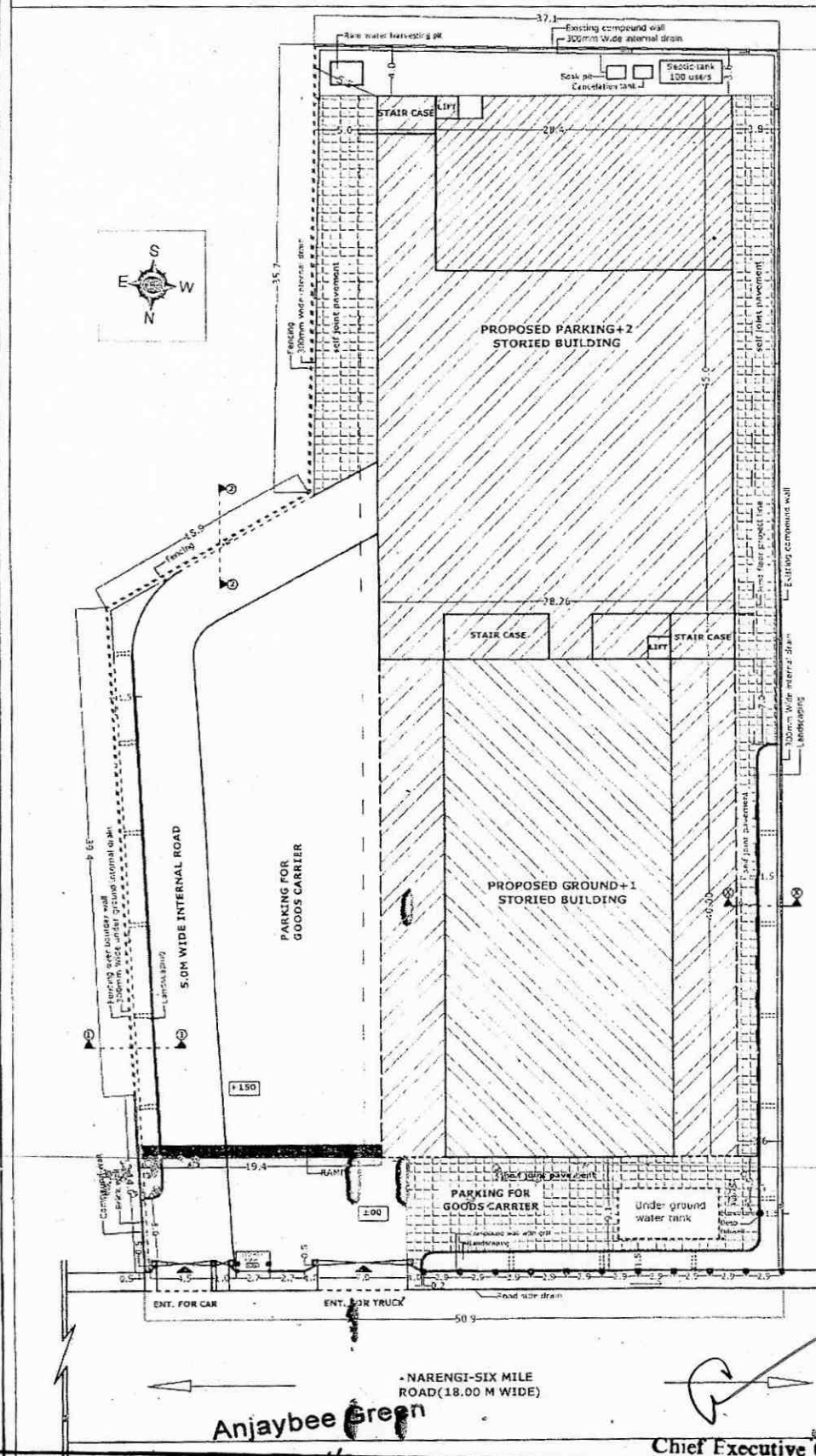
DETAIL OF FENCING SECTION 2-2



FOR FRONT & 14M ON
EAST SIDE



SECTIONAL ELEVATION THROUGH
COLUMN OF FRONT BOUNDARY WALL



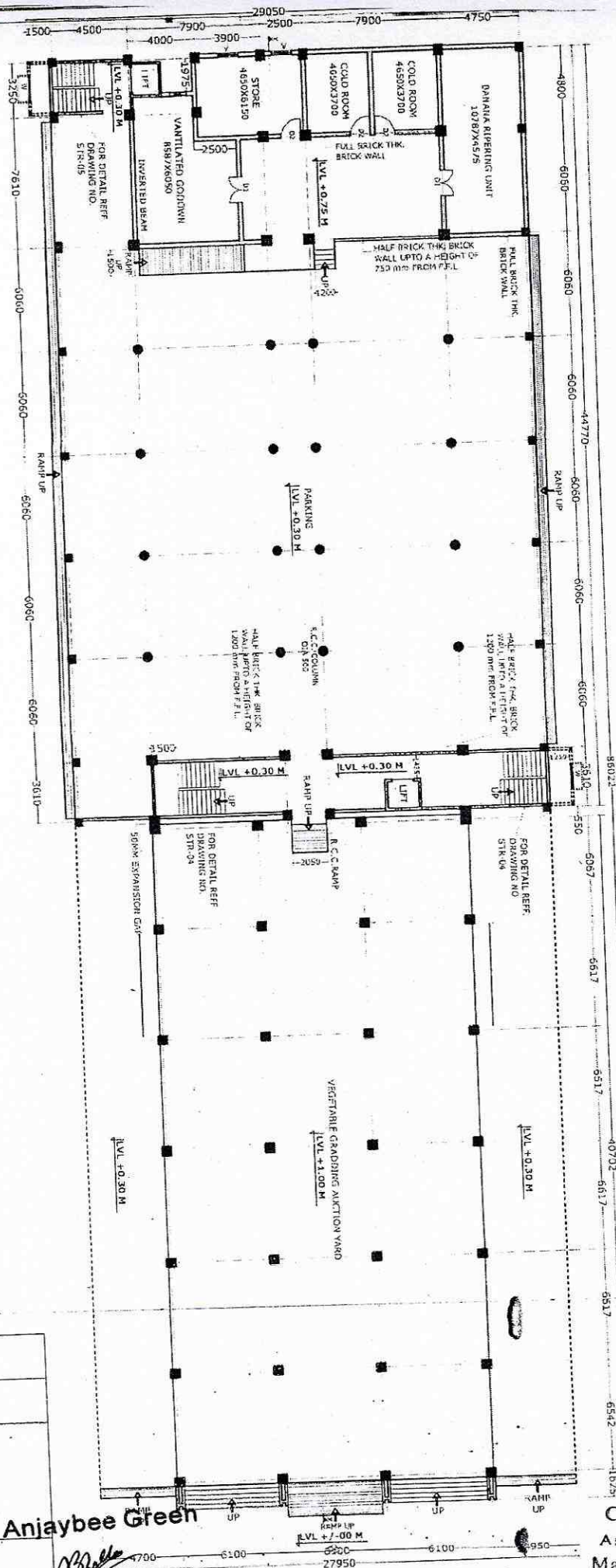
SECTION X - X

Anjaybee Green
✓
Chief Executive Officer

**Chief Executive Officer,
Assam State Agricultural
Marketing Board, Ulubari.**

		ISSUED FOR EXECUTION	
PLAN NO.	DATE	ISSUE / REVISION	
PROJECT		ESTABLISHMENT OF ORGA AGRICULTURAL PRODUCE COMPLEX AT SIX HITE, GUWAHATI	
CLIENT		ASSAM STATE AGRICULTURE MARKETING BOARD.	
DRAWING		SITE PLAN	
REF	ASAM/Engg/1233/PL-1/2		
SEA. & SIGN.	PREPARED BY: BARTHAUR & ASSOCIATES R.G. BORAH ROAD OPPOSITE COMMERCE CO CHANMARI, GUWAHATI-781 PHONE: 1361-2463350		
DRAWN BY	DESIGN BY	CHECK BY	
ARCH-01	ARCH-01		

SCHEDULE OF OPENINGS.			
SL. NO.	TYPE	SIZE	NO.
1	D	1500x2100	2
2	D	1150x2100	3
3	W	1500x600	2
4	V	1200x600	2



Anjaybee Green

Chief Executive Officer


Chief Executive Officer
Assam State Agricultural
Marketing Board, Uluk

SL. NO.	DATE	ISSUE/REVISION	BY
1		ISSUED FOR EXECUTION	SKM
PROJECT			
ESTABLISHMENT OF ORGANIC AGRICULTURAL PRODUCE MARKET COMPLEX AT SIX MICHIGANHATI			
CLIENT			
ASSAM STATE AGRICULTURAL MARKETING BOARD.			
DRAWN			
GROUND FLOOR PLAN			
REV.			
ASAM/ENG/1233/PL-1/2008/178			
DRAWN BY			
PREPARED BY			
BARTHAJUR & ASSOCIATES			
R.C. BOHRA ROAD			
CHOWKITE CHANGEE COLLEGE			
MORONG, DIST. MORONG			
DATE			
SCALE			
SHEET NO.			
SHEET			

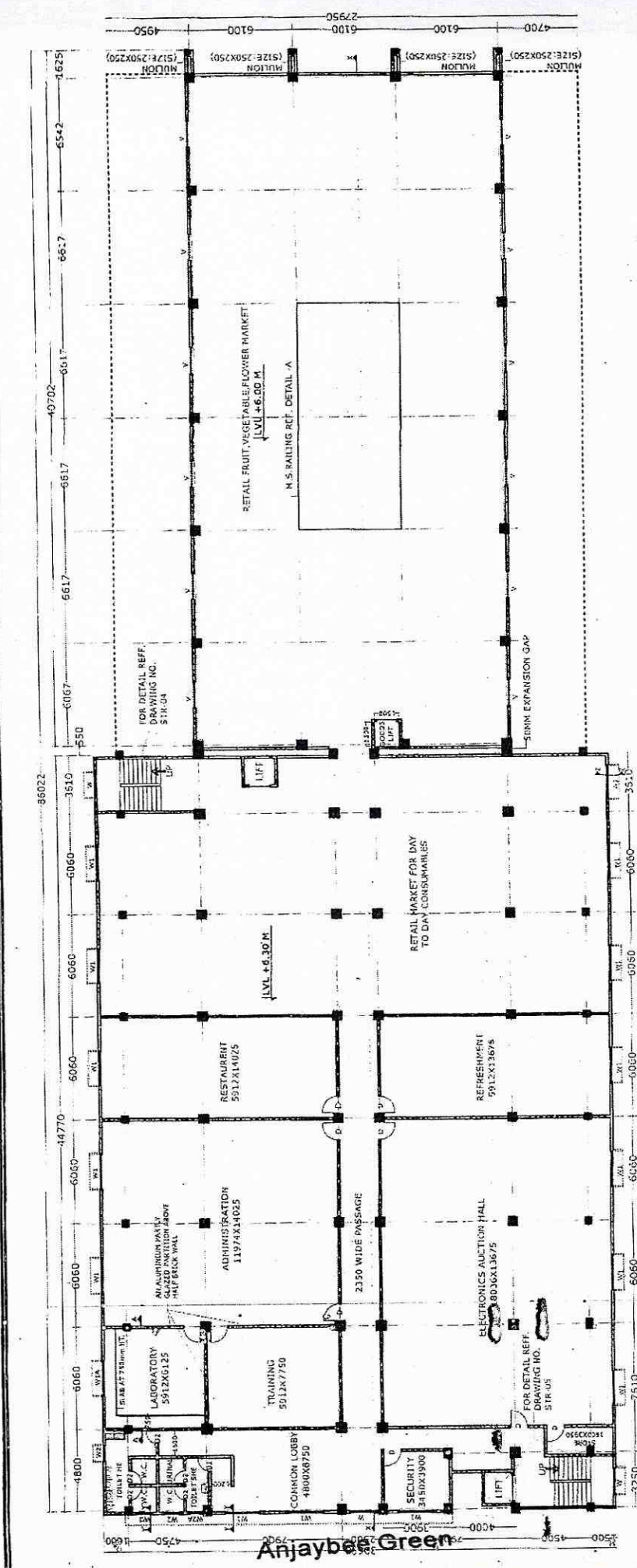
SL.NO.	TYPE	SIZE	NO
2	W	1500X600	2

SL.NO.	TYPE	SIZE	NO
2	W	1500X600	2

PROJECT	ESTABLISHMENT OF ORGANIC AGRICULTURAL PRODUCE MARKET COMPLEX AT SIX MILE, GOVINDNATH.		
CLIENT	ASSAHL STATE AGRICULTURAL MARKETING BOARD.		
DWG	FIRST FLOOR PLAN		
REF	ASAMH/Engrg/1233/PL-1/2608/178		
SCALE & BLIND	REVISIONS R. G. AGGARWAL ROAD CHANDIGARH-160015 CHANDIGARH-160015 DATE: 28/11/2008		
DATE	28/11/08	DATE BY	28/11/08
DATE	28/11/08	DATE BY	28/11/08

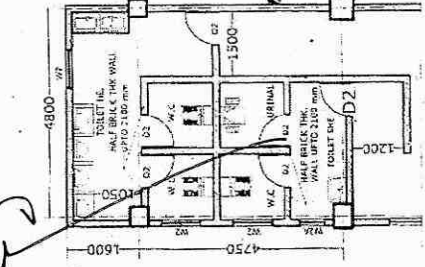
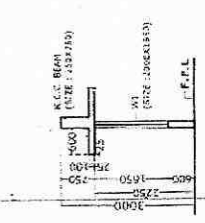
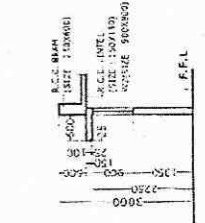
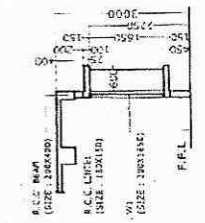
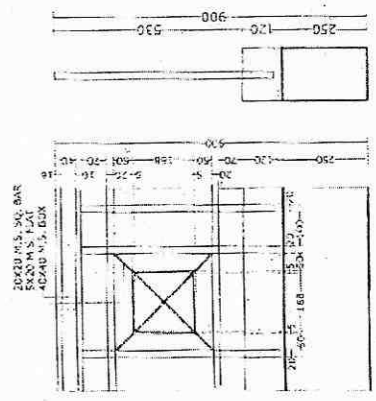
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SL. NO.	DATE	ISSUE/REVISION	SIGN.
1	10/04/2000	1	
2	07/05/2000	2	
3	15/06/2000	3	
4	20/06/2000	4	
5	20/06/2000	5	
6	20/06/2000	6	
7	20/06/2000	7	
8	20/06/2000	8	

SL. NO.	TYPE	SIZE	NO.
1	D	1000x2100	1
2	D	750x2100	6
3	W	1500x650	3
4	W1	2000x1850	1
5	W1	2000x1850	1
6	W2	500x500	3
7	W2A	600x500	1
8	V	1500x500	1



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SECTION OF
 DETAIL OF M.S. RAILING

Annexure to Agreement

Plan
for
providing
facility/concession
to
farmers/grower's society
of
ASSAM

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2. Plan for providing facilities to the Farmers / Grower's society of the state:
 - 2.1 Anjaybee Green will accommodate local farmers, registered under ASAMB with space at the market complex on Thursday & Sunday from 6 am to 4 pm for retail marketing. The allocation will be given on the basis of strength of display i.e. product quantity of the said farmer. The space provided will be absolutely at free of cost basis - initially for a period of 6 months to the Direct Farmers. Later on, it may be decided mutually, whether a nominal fee should be collected or not. If collected, then also we will ear mark at least 50% of the open space to be provided to the actual farmers at a nominal cost from completion of 6 months to 3rd year. After completion of 3rd year, 50% of the open space will be provided to Farmers at free of cost basis ; as by that time Anjaybee Green will also become self sufficient, without expecting any kind of income from this segment.
 - 2.2 The left over from the daily trade can be kept at the cold storage, which will be chargeable as per the existing market rate. In case of a direct producer, only 50% of existing market price will be charged by subsidizing remaining 50%.
 - 2.3 Sanghata Gram Unnayan Parishad has already entered into purchase agreement with some of the leading farmers and grower's society to market their produces through them. 50% Transportation cost will be subsidized by Anjaybee Green for the Farmers from outside of Kamrup District (Rural & Metro). This transportation cost will be considered from the producer's location to the market complex and will be paid on the basis of prevailing market rate on production of genuine payment vouchers from the transporter/carrier. In case of Certified Organic Produces, Anjaybee Green will subsidies 100% of the transportation cost as per the above guidelines.
 - 2.4 The banana ripening unit will be utilized for catering the wholesale market. 50% price discount on the prevailing market prices will be provided to Direct farmers, who wants the facility to use the infrastructure for ripening of their produces. Certified organic & farm fresh banana will be ripened Organically at this ripening centre.
 - 2.5 A periodic training program will be conducted to upgrade the knowledge level of our Farmers on intensive cropping, organic cultivation, reorientation of their existing Bari Land to convert is to a plot of land with a perennial source of income. These training will be organized by Anjaybee Green to educate the associated farmer at our own cost i.e with no course fees - 100% free of cost with free accommodation & food during the period of training. Anjaybee Green will also undertake various Departmental Training programs for skilling.

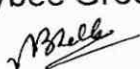
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- 2.6 The detailed planning on contractual farming is enclosed in Annexure I. It has been observed that in our existing Agricultural sector, only old hands are available. The new generation has already rejected the trade - cultivation for their livelihood and migrated to work as employee for various service sectors. Anjaybee Green is planning to take some model village of indigenous people, where they are going to take the agricultural land on lease rental basis to do intensive cropping on their own. The land owners will be paid rent against the usage of land on a pre decided rate as explained in Annexure I. This model farm under Anjaybee Green might induce people nearby to go for intensive cropping with a proper sale agreement with Anjaybee Green, who in turn will help, guide the farmer for getting better yield. In case any Farmer agrees to provide Certified Organic Produces, Anjaybee Green will be paying 20% more in price than the existing market price against that agricultural product.
- 2.7 The detailed planning on Intensive cropping is enclosed in Annexure II. Anjaybee Green has already figured out a comprehensive plan with the help of Assam Agricultural University, on how a plot of land can be utilized for production of minimum 3 crops in a year. Similarly, how one permanent pandel can be utilized for 3 crops in a year from one plot of land, by minimizing fixed expenditures on making pandels and getting 3 types of crops from the same plot of land with the same pandel.
- 2.8 The detailed planning on Intensive plantation is enclosed in Annexure III. It has been observed that in our village areas, on an average, every family have almost 1 hector of Bari land - surrounding their own house. Anjaybee Green will be providing various Horticultural saplings to the resident of the villages at Free of Cost who are ready to enter into an buy back agreement with them. This will be applicable only to those villages, where Anjaybee Green will opt for their Model Village. Anjaybee Green will guide on how to plant & nurture for better productivity so that over a period of few years, the owner can get a regular income by selling those produces to Anjaybee Green.
- 2.9 Anjaybee Green will provide office space to leading Organic certifying Agency who are willing to set up their Branch office in Assam at Free of Cost, who in turn will guide our local farmers on the various aspects for being eligible for Organic Certification. The easy access of such agencies will make it easier for our Farmers to get their certification on organic cultivation.
- 2.10 Moreover, as most of our farmers are financially not very sound, it is one of the major reason for our farmers, who normally do not approach such Agencies for doing their Organic product certification. Understanding this Anjaybee Green proposes to bear 50% of the Certification Cost for Organic Cultivation for those farmers, who have been duly certified by such agency on production of valid certificate, subject to the condition of entering into

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Buy-Back agreement with Anjaybee Green on the basis of certain conditions to be laid by us. This 50% will be paid along with the payment of their produces to be supplied to Anjaybee Green @ 10% on every year and will be completed over the period of 5 years without adding anything against interest. The farmer has to approach officially to the management of Anjaybee Green, before going for such certification and the subsidy of 50% will be applicable after entering into a general buy back agreement with us. If any farmer is willing to enter into an exhaustive buy back agreement with Anjaybee Green, for selling 100% of their organic produces of acceptable quality as defined; Anjaybee Green will be providing 100% subsidy on the entire cost of Organic certification. In this case @20% of the total amount payable will be paid per year along with the amount payable to the farmers against supply of Organically certified produces to Anjaybee Green. This way, the entire amount of certification cost will be subsidized by Anjaybee Green over a period of 5 years.

It is worth mentioning that as this involves financial matter, Anjaybee Green will nominate a panel of experts, to whom the Farmer - interested for undergoing the certification process, will approach officially and only after getting approval in written from Anjaybee Green, clearly mentioning his eligibility for applicable subsidy; the farmer will approach the Certifying agency stationed at ASAMB for initiation of the process of certification for Organic cultivation. Decision on number of Farmers in a year will be at the absolute discretion of Anjaybee Green.

- 2.11 Anjaybee Green will bear the entire cost (duly defined on case to case basis) of sending 3 Organic producers of the state for exposure tour to other state of India - who are pioneer in Organic cultivation for a training program of 7 days. Director of Agriculture will be requested to nominate these 3 upcoming Organic farmers.
- 2.12 Anjaybee Green proposes to develop a fully Air-conditioned area for better marketing of Floricultural Product with an aim to promote the growth of Floriculture in the state.
- 2.13 Anjaybee Green, will provide the required infrastructure for sorting, Grading and Cleaning of agricultural produces at free of cost basis to the farmers / producers, if they desires so ; for their produces, which are to be auctioned / sold at the said Organic Marketing Complex. The space for this will be on the west side of the premises. Proper provision for water supply will be done so that the Farmers can present their produces in an attractive way before the buyer, to fetch better price. Farmers will be encouraged to use the facility to present their produces before entering into the auction process.

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- 2.14 Open auction will be done at the Ground Floor. The space for this auction will be provided to the Direct Farmers at Free of cost. This auction will take place from 5 am to 9 am on 5 days a week*except Thursday and Sunday. Anjaybee Green will also take part in this auction process for purchasing their daily requirements.
- 2.15 Sample auction will be done at the space provided for Electronic Auctioning from 10 am to 3 pm on Wednesday & Saturday. Anjaybee Green will also take part on this auction process as a buyer.
- 2.16 Anjaybee Green is going to set up a testing laboratory at the Laboratory Space to determine the quantity of residual pesticides on the Agricultural produces along with the technician for doing these test at their own cost. Any farmer can avail this facility to ascertain the quantum of residual pesticides on their produces. This will enable the farmers to fetch better price for their produces with less or minimal quantum of pesticides. Farmers can avail this facility before the Auctioning takes place which will help them for better bargaining as well as building better confidence in front of the prospective Buyers. This will be done at cost to cost basis for the farmers.
- 2.17 The training centre will be created with all required amenities like LCD, PC, Chair with writing facilities, White board etc. for conducting various up gradation training programs for the farmers of this region. Training program on Organic cultivations will be provided to the interested farmers who are interested to switch over to Organic production at Free of Cost basis.
- 2.18 The Canteen will be developed to a Food Hub, in a hygienic way to provide various types of food in a reasonable price for the farmers.
- 2.19 Anjaybee Green will do the required investment to generate Green Power by setting Solar power generating systems at the roof top of the premises. Exposure to this alternate source of energy before the farmer will attract the farmers to go for such kind of power source at their village level also.
- 2.20 Anjaybee Green will provide professional security personnel at the premises to ensure smooth operation of the process. A fear free environment to the farmers to trade their produces in an open environment. Adequate security will also give confidence to the buyer. The parking yard will be allowed for customers for Free parking after screening through proper security process to avoid the chances of damage by any malafied sources.

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Approach & Methodology including staffing plan

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Background

The market for Organic fresh and processed health foods is growing at a tremendous rate worldwide. In developed countries, and increasingly in metropolitan cities of developing countries, customers are increasingly willing to pay a premium price for organic farm-fresh produce, as well as for a wide range of organic processed food products.

Customers want organic farm-fresh produce in a convenient, clean and attractive ambience. This was amply demonstrated by the following:


- The Northeast India Organic Food Bazaar held at NEDFI Haat, Guwahati, 9 - 17 December 2006.
- A 'pilot-project' executed from April-2013 to September-2014, under the banner of "Anjaybee Green" - a direct marketing concept of retailing of farm fresh vegetables by deploying some school drop-outs to earn their livelihood won accolades from individual and bulk customers for quality and reliability.
- Somewhat paradoxically, it has been observed that customers also want organic healthy processed food, mainly due to factors such as convenience and year-round availability. The market for organic processed food in India is growing at an encouraging rate annually.

Vision

"To build a profitable enterprise by exploiting the economic potential of organic agricultural and horticultural produce, with significant local and overseas market presence and brand equity, by catering to customers' needs for assured quality, timely availability, convenience and a delightful shopping experience."

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To establish a profitable organic Agro-business enterprise comprising:

▪ Fresh Produce:

- Cultivation of organic agricultural produce in the Group's own land using 'organic' or 'minimal chemical usage' methods and techniques;
- Bulk procurement of agricultural produce from 'mandis'; certified organic 'farmer, Self Help Groups (SHGs) & organic model village adopted by us.
- Wholesale and/or Retail marketing of organic fresh produce.
- To tie up with certified organic grain producer for marketing all types of grains, pulses etc. to attract it as a ONE STOP SHOPPING EXPERIENCE ZONE to all our valuable customers.

▪ Processed Food:

- Processing of a selected range of organic agricultural produce having market demand and viability.
- Marketing of organic processed food products, initially in bulk form, and subsequently under an owned brand.

The long-term aim is to establish a strong presence, initially in the local and regional markets, and eventually in select and national and overseas markets.

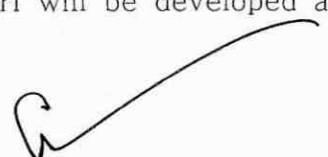
The Proposed Business Model

1. The Preferred Business Model would require the following immediate actions:

1.1. The proposed location under ASAMB, Panjabari will be developed as ONE STOP SHOPPING EXPERIENCE ZONE

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- 1.2. The retail & wholesale aspects of the business will require mobilization of a comprehensive array of products, in order to ensure a convenient, one-stop shopping experience for customers.
- 1.3. Store design formats including display & storage racks/counters, etc. will be developed for both 'brick & mortar stores' and/or 'haats' concept in the organic market complex under the banner of Anjaybee Green. Ideally, a 'haat' would be a 'semi-open' farmers' market, possibly in a garden setting.
- 1.4. A framework for franchisee terms & conditions will be set to have a complete control on the product procurement, pricing & to keep the nature of the product in an organic way.
- 1.5. To create an well equipped Training Centre along with facility for accommodation to provide various skill development programs under State, Central & National Skill Development Council ; to impart training to induce unemployed youths of this region to find their livelihood via Agriculture, Marketing, Customer relationship and allied services. As marketing plays an important role for the success of production, we are planning to upgrade the overall efficiency of the youths of the region through skilling. Training on Organic Cultivation - in particular Good Agricultural Practices (GAP) and Good Agricultural Marketing Practice (GAMP) will be conducted on a regular basis.
- 1.6. The roof top will be utilized as a source of alternate power generation system to generate Green Power from Solar Energy.

Branding:

- I. Brand Names: a) Anjaybee Green - for domestic market and
b) Assam Organic - for the overseas market.
- II. Product Brand: a) Organique (for certified organic items),
b) Farm-fresh (for non-certified organic' items).
- III. Logo(s) : Logo of Anjaybee Green has already been developed which will be in display on all product range along with the logo of ASAMB wherever feel required.

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1.7 Promotion:

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Options at different stages include:

- I. Pre-implementation: Press articles/interviews, TV discussion forum, etc.
- II. Implementation: Billboards, flyers, press & TV ads, etc.
- III. Expectation for promotion of the Market will be there from ASAMB also.

1.9. Target Customers:

- I. Retail: Urban middle-class health-conscious families
- II. Bulk: Wholesalers, exporters, and institutional buyers such as hotels & resorts, hospitals, Hostels & supermarkets, etc.
- III. Bulk: Direct export using the tag of "ASSAM ORGANIC".

1.10 Marketing

1.11 Channels: Possible marketing channels, in order of priority and based on strategy of minimizing initial capital investment, include:

- I. Wholesale (local and out-of-State) at organic market complex
- II. Retail Sale - Farmers Market (own & franchised)
- III. Retail store - for creating an one stop shopping experience zone (own & franchised)

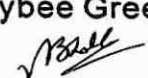
1.12 Supply Chain


A) Sourcing:

Organic Fresh vegetables, fresh fruits, grains & cereals and spices & condiments will largely be sourced from within NE India.

- i. Preliminary information on organic supply sources (of organic fresh fruits & vegetables, grains & cereals, spices & condiments) is already available from the experience, while running Anjaybee Green - covering Assam and Arunachal in particular, and to some extent Nagaland, Meghalaya & Tripura.
- ii. We will be entering into an agreement with existing organic farmers for the aforementioned items in NE Indian states, and sign MoUs for contract buying where possible; immediate and time-bound action is required to tie up supply sources of Organic produces. SGUP has already been into such agreement for Buy Back arrangements.
- iii. Other organic products from sources external to NE India could include (but not be limited to) the following, and these organic sources need to be contacted and MoUs are to be signed up. We are in advanced stage of finalization of these process, but waiting for this tender process to be over so that if awarded, we can immediately enter into a concrete Supply Commitments from these parties.

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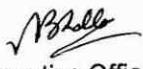

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- Branded food products - grains & cereals, spices & condiments (e.g. the Namdhari range of food products from Bangalore, organized organic producers like Murrarka Foundation etc.)
- Dry Fruits from Delhi and other areas of North India (e.g. Jammu, Himachal)
- Thompson seedless & other varieties of grapes from Hyderabad, Bangalore and Aurangabad
- Apples from Himachal and Kashmir
- Mangoes from Andhra (Benganphali), WB (Maldah), Kolhapur (Alphonso), UP/Bihar (Langra/Dusseri)
- Vegetables from direct vegetable growers apart from the listed organic producers.
- Onions from Nasik
- Potatoes/summer-vegetables/ginger/turmeric/fruits from farmers in Meghalaya, Arunachal, etc.).
- Ginger & Pine apple from Karbi Anglong
 - Kiwi & Green apple from Arunachal Pradesh
 - Dairy Products from Amul (Amul Parlour franchise), Purabi Dairies etc.
 - Fresh Poultry, Fish & Meat in a dressed and packed manner
 - Various Products of Agricultural & Allied produced locally, who are registered under DIC or similar Govt. machineries, subject to approval from ASAMB.
 - Organic Tea from local growers
 - Organic Fresh Fruits & vegetables
 - Non- organic vegetables for retail sales with permissible residual pesticides
 - Flower & Flower products
 - Day to day requirements under essential commodities to give the customer the One Stop Shopping Experience to attract more & more customers for better viability at the retail counter
 - The indigenous product of North Eastern region, who are duly registered under District Industries centre.
 - Organic Fruit & Vegetable based products
 - Organic as well as generally available Dry Fruits
 - Fruits juice and beverages like organic tea etc.
 - Processed Fish, meat and poultry products for the retail store
- Health products of organic origin from organizations like Patanjali Peeth, Dabur, Hamdard etc. etc. will also be made available to the customers.
- Promotion of products from Ari, Muga, Cotton & Assam Silk etc, subject to approval from ASAMB

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- Promotion of products from Cane, Bamboo & Coconut etc. ; subject to approval from ASAMB
 - A complete Food Junction will be developed.
- iv. Imported organic food products will also be considered for retail sales.

B) Logistics

i) Transportation: Initially, capital investment would be kept to a minimum, so hired vehicles should be the mode for transportation of produce from farm/source to market. Once optimal and stable route-volumes are attained, purchase of vehicles should be considered.

ii) Storage: The same logic as above applies to storage the farm produce we can use the Organic Market Complex, Six mile Guwahati. The use of rented warehouse / cold-storage space should be the norm. & the Cold storage facilities available at Organic market Complex, Six mile, Guwahati will be utilized - first and then we can go for several nearby locations - both private (Khanapara, Changsari) and government owned (Singimari, Byrnihat, Sixmile).

C) Staging/sorting/packing: Owned/leased space will be required for staging/sorting/packing of produce; the organic market complex will be used as the possible sites on the city. For the outskirts need to be identified (measuring 3 - 5 kathas of land). As ASAMB has many of their infrastructures nearby different vegetables, fruits & grain production areas, we can also opt for taking those infrastructures on lease, which can be utilized for 1st level of sorting & grading work - nearby the production place to minimize unnecessary transportation cost as well as for better procurement management.

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D) Pricing Strategy

- a. Initially, we will charge moderate premium for certified organic items, and where possible, established premium brands/items (e.g. Thompson Seedless grapes, Alphonso mangoes, 'Namdhari' brand products, etc.); increase in price-premium decisions can be taken as business progresses.
- b. Initially, charge nominal premium for non-certified / 'default' organic items, provided 'reasonable and concrete evidence' of non-use of chemicals fertilizers & pesticides is available.
- c. For all other organic farm-fresh items prices ought to be competitive with regular 'sabji-wallah' prices, which will be possible only through bulk-buying directly from the source,

Road Maps ahead.....


Project Component Phase 2: Marketing & Processing Of Fresh Fruits, Vegetables and live stock items

The marketing part will be taken care off soon after triggering off the project. The processing part will be considered during the 2nd phase of expansion and hence the detailing has not been done herewith, as it will involve a detailed study on the followings:

1. Cross-seasonal Product Selection
2. Machinery & Equipment Options
3. High-level estimates of investments, operating costs, revenue and profitability
4. Preliminary implementation plan etc.etc.

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Activities in the pipeline: Project planning developments, setting up of Infrastructure, Staffing:

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The table below provides a detailed schedule of project activities/tasks:

Category	Activity/Task
Project Planning & Development:	
Local/in-city	Identify:
	▪ Store/haat locations
	▪ Major buyers
	▪ Potential Sources of Funds: promoters, equity SH, financial institutions, farmers
In-region travel by 2-3 member Sourcing Team (road-travel, accommodation, food & incidentals)	Source suppliers & sign MoUs,:
	In all district of Assam & tie-up with State Agriculture Department of other NE State
	▪ Assam #1: Changsari
	▪ Assam #2: Andheri Dhuli
	▪ Assam #3: Goreshwar
	▪ Assam #4: Darangi
	▪ Assam #5: Aam-bagan
	▪ Assam #6: 2 nos. Haats/N-Bank
	▪ Meghalaya: Umran/Bosco Rch-out
	▪ Meghalaya: Byrnihat Wkly Market
	▪ Nagaland: Dimapur, Jalukie
	▪ Arunachal #1: Dirang, Bomdila
	▪ Arunachal #2: Ziro
	▪ Arunachal #3: Boleng
	▪ Tripura: Jampui
Out-of-region travel for 2-member Sourcing & W'sale Mktg Team	Source supplies, sign MoUs, identify 'consultant' (optional):
	▪ <u>Delhi & UP</u> : Namdhari, Dry Fruits, Langra
	▪ <u>WB/Mah/Andhra</u> : Maldah,, Alphonso, Begunphalli & Grapes
	▪ Aurangabad: Grapes
Other P&D tasks	▪ contractual farming: Annexure I
	▪ Planning for intensive cropping: Annexure II
	▪ Model farm for a regular income source for the farmers: Annexure III

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Set-up Infrastructure		
Company/firm set-up, registration, etc.	▪ Conduct review of Strategy Document & prepare final draft	
	▪ Conduct Investors Meet, present Strategy Document & finalize	
	▪ Decide Co Name & Brand name(s)	
	▪ Register company	
	▪ Register brand(s)	
Purchase Vehicles	Delivery (Auto) Mobile Sales Van (Omni-type/ACE) Modifications to Mobile Sales Van	
Rent/purchase office facilities, equipment & consumables	Office Room Desks Chairs Desktop PC with UPS Laptop Inkjet Printer-cum-fax Telephone Stationery Other std. office items Development of own software for purchase and sales control – to get report at a glance	
Storage Facilities Set-up	▪ Storage Godown & Packing Shed ▪ Roads, drainage & infrastructure	
Own 'flagship' stores	Design & development	
Franchised stores	Identify candidates, Execute MoUs ...	
Miscellaneous tasks		
Staffing Planning		
Executive	1.Chief Executive Officer	1 no
	2. Manager:Sourcing & Wholesale	2 nos
	3. Manager: Retail & Mobile Sales, Stores & Packing	<u>3 nos</u>
		6 nos
Operations staff	Officer: Sourcing	12 nos
	Officer: Wholesale	6 nos
	Officer: Retail & Mobile Sales	6 nos
	Officer: Stores & Packing	6 nos
	Officer: Accounts & Administration	<u>6 nos</u>
		36 nos

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Support staff	Secretary/typist	12 nos
	Driver #1 (deliveries)	2 nos
	Driver #2 (mobile sales)	2 nos
	Sales Supervisor	6 nos
	Salesman	25 nos
	Office Peon + Man-Friday	6 nos
	Store Labour	25 nos
	Temp Staff for Cleaning & Misc and Adhoc staff/labour	40 nos
		118 nos
		Total=160 nos

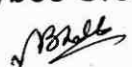
Proposed Market Orientation


The Ground Floor Planning:

Physical Security: Professional security guard will be deployed from reputed Security Service provider to keep the entire premises well protected. Customers vehicles will be properly checked at the security gate, duly registering all the details before allowing, all types of Commercial vehicle. The entire premises will be maintained as NO TOBACCO ZONE. Absolute cleanliness will be properly maintained.

Facilities	No of units	Area/unit	Capacity/unit	Remarks
a) Ground Floor				
Vegetable Grading & Auction Yard	-	714.98 SqM	-	We will be creating a proper place for Sorting, Grading & Cleaning of Vegetables to be Auctioned / Retail sale at the premises on the west side of the Market
				The Open Space will be utilised for Farmers market on Thursday & Sunday from 6 am 9 pm
				Anjaybee Green will be providing this place for retailing business of vegetables through some enlisted beneficiaries on this place
				The covered area at Ground Floor at the front will be utilised for Auction for Direct Farmers as well as Traders on 5 days a week except Thursday & Sunday from 5 am to 9 am


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Store/Godown	1	28.59 SQM	10 MT	It will be utilised by Anjaybee Green for short term storage facility for their retail store
Ventilated Godown	1	49.95 SQM	10 MT	It will be utilised by Anjaybee Green for short term storage facility for Agricultural Produces
Cold Room	2	68.82 SQM	5MT /unit	It will be utilised by Anjaybee Green for short term storage facility for Agricultural and Allied Products. The remaining vegetables from Farmer at the day end will be allowed to keep on a subsidised rate of 50% to the prevailing Market price. Anjaybee Green may also provide this facility to traders on payment of charges as per prevailing rate
Bananna Ripening Unit	1	49.35 SQM	5000 nos/batch	This unit will be utilised for ripening of Bananna in an absolute Organic way for Anjaybee Green's own Retail, Wholesale requirements. Farmers intending to avail this facility can also approach Anjaybee Green, who is committed to provide the services @50% of the prevailing market rate, as a benefits to the farmer
Covered Parking Yard	-	834.76 SQM	-	This space will be exclusively provided for our valuable customer so as to keep their vehicles safely, while shopping
Other utility Area	-	236.62	-	Will be utilised for providing utility facilities as and where required. We are planning to create a central delivery mechanism for our retail customers so that they can collect all their purchases from one location only. One snacks counter will also be created there

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B) First Floor				
Gridding & Auction Yard for Fruits and Flowers	-	928.70 SQM		This will be developed as the retail wing of Anjaybee Green to provide our valuable customer - the sense of ONE STOP SHOPPING EXPERIENCE ZONE. All types as essential commodities, as detailed in the strategy report will be displayed in a proper way for the reetail wing of Anjaybee Green
C) Second Floor				
Retail Market Yard for fruits, vegetables and flowers	-	634.27 SQM		All types of Flowers, Fruits, processed food and other allied products will be kept for retailing. For flowers, we are planning to earmark an area with full Air-conditioned facility with an aim to promote better marketing for the future growth of Floriculture in our State
Retail Market for Day to day consumable	-	455.39 SQM		This will be developed as the retail wing of Anjaybee Green to provide our valuable customer - the sense of ONE STOP SHOPPING EXPERIENCE ZONE. All types as essential commodities, as detailed in the strategy report will be displayed in a proper way for the retail wing of Anjaybee Green
Electronic Auction Hall	1	246.60 SQM		It is eminent that Assam is not yet ready for Electronic Auction. So we are planning to utilise this space for SAMPLE AUCTION. Samples for various products will be displayed properly to organise a regular auction on every Wednesday & Saturday to provide a congenial platform wholesale Buyers & Sellers
Administrative Block	1	167.93SQM		Will be utilised absolutely for Accounts and Administrative purposes

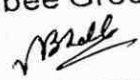
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Training Hall	1	5.81 SQM		All kinds of training will be provided from this location, as detailed in Methodology
Laboratory	1	36.21 SQM		Anjaybee Green is going to create a full fledged residual testing laboratory including preliminary testing of Organic produces facility to determine the residual pesticides etc for the benefits of Farmers, who are not Certified as Organic producer, but by default claiming as Organic. If the result shows the minimum permissible content of pesticide, the Farmers can fetch better price from the buyer. Anjaybee Green will charge a nominal fees for this testing on a cost to cost basis for the benefits of our Farmer
Lobby/Restaurant		213.67 SQM		This will be developed as the most preferred Food Hub by accommodating various brands on a own or franchisee model - as per the discretion of Anjaybee Green
Roof Top				
The required portion of Roof Top				Anjaybee Green will install Solar power generating system at the roof top of the building. Further, temporary type construction will be done to accommodate the in house staffs. Their will be rest room for Farmers, who will be coming early in the morning to sale his produces, can take rest till other process formalities are completed. An In House staff canteen will be created for food provisions for these farmers, staffs, Drivers etc.etc to run it on a cost to cost basis

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The year wise planning to increase the percentage of Organic good in the proposed ASAMB's Organic Hub:

It is quiet eminent that we, in our state of Assam, has a very few numbers of farmers, who have already done their organic certification for their produces.

The financial constraints and limitation of information on organic certification etc. are the root cause of not having many Certified Farmers available in the local market scenario.

Anjaybee Green has already detailed many of its planning in the section "Benefits to the Farmer" with an aim to increase the number of certified growers in our State.


Never the less, we all our well aware that in our indigenous methodology of cultivation, there are hardly any scope for usage of very strong & detrimental use of chemicals. Though not certified, still a majority of our farmer population of Ethnic origin are producing agricultural produces, which are absolutely by default Organic. But as certification is the basic norms for being classified as organic, we can not treat these products under the same category and hence we have proposed to ear mark these items with the Brand Name of Farm Fresh while certified organic produces will be branded as Organique.

Amidst these constraints, we have already entered into agreement with various leading Farmers / Growers Societies for promotion of Organic cultivation in a big way. We are optimistic for e very bright future though the present is absolutely deem. Therefore, Anjaybee Green proposes to maintain a certain percentage of produces - duly certified as Organic as detailed hereunder. However, please note that these figures will be achievable subject to the availability of certified organic produces, but simultaneously Anjaybee Green re-iterates that they will try their level best to achieve the desired figured as outlined below:

From the inception till end of 1st year = 20%

2nd year onwards till 5th year we will be trying our level best to increase the percentage of Organic components @5% per year achieving at least 40% by the end of 5th Year.

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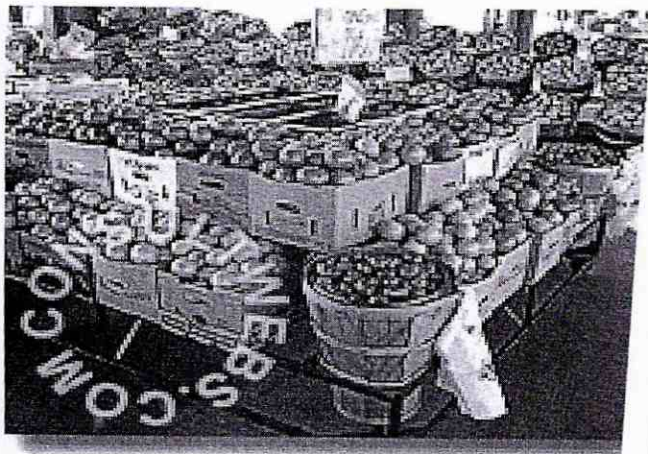
In this context, it will be worth mentioning that Agriculture Department has already taken initiatives to create a Organic farming complex in every Legislative Assembly Constituency for the promotion of Organic cultivation and hence contributing in increase in organic agricultural produces in our state.

Also with the initiatives of Anjaybee Green, through Model Village concept and their various incentivize program, we are confident that the production of organic produces will get increased many fold and Anjaybee Green will be able to achieve up to 70% of organic stock value by the end of 8th Year.

Beyond 70% is practically not achievable, as many of our Agricultural produces is not been certified as Organic Produce throughout the Country till date.

Orientation of the proposed Market in a Brick & Morter pattern

Typical Haat / Farmers' Markets



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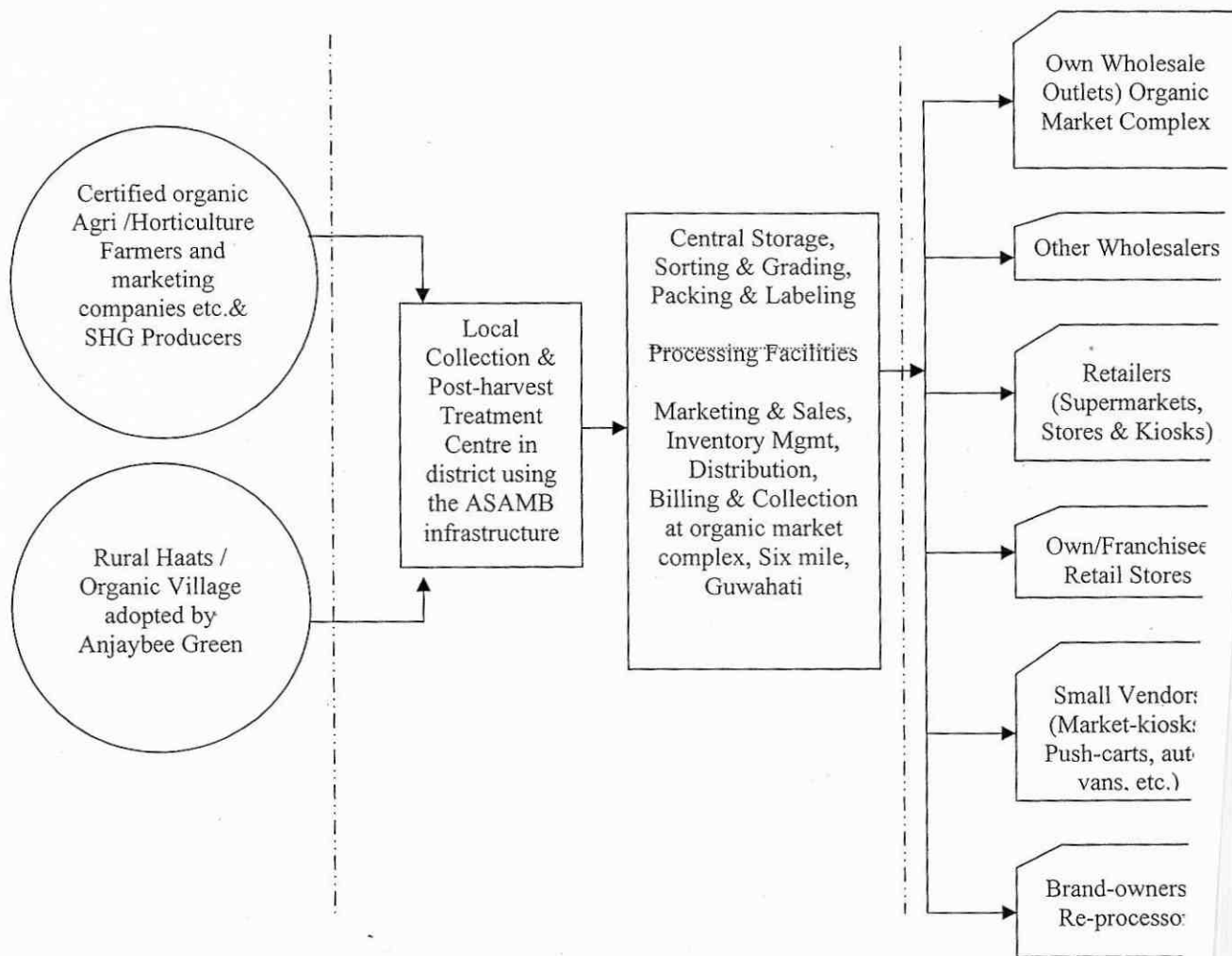
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PRODUCERS /
CUSTOMERS
FARMERS

ANJAYBEE GREEN AGRO-BUSINESS UNIT

(SUPPLY CHAIN MANAGERS)

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Chief Executive Officer

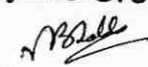
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Present trend	Per Bigha 18 mons	Kg of Paddy	Kg of Rice	Cost of Rice	Total Revenue	50% for Land Owner	Gross income/month
	18 mons	640	384	18	6912	3456	288

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Basic	We will take the plot of land in lease rental basis with minimum payout of Rs.300.00 per bigha per month .						
Condition : 1	If the plot of land is leased out for minimum period of 1 year only , payout will be @300.00 per bigha per month .						
	If the plot of land is leased out for minimum period of 3 years only , payout will be @350.00 per bigha per month .						
	If the plot of land is leased out for minimum period of 5 years only , payout will be @400.00 per bigha per month .						
	If the plot of land is leased out for minimum period of 7 years only , payout will be @450.00 per bigha per month .						
Condition : 2	If the plot of land area is more than 10 bigha at a stress , 5% additional price will be given						
	If the plot of land area is more than 20 bigha at a stress , 10% additional price will be given						
	If the plot of land area is more than 30 bigha at a stress , 15% additional price will be given						
Condition : 3	We will pay 3 months rent as advance and rent for the first month will be paid by 10th of the next month vide ac payee cheque in favour of the Title holder of the land or to the Power of Attorney holder						
Condition : 4	We will do the soil preparation,sawing,monitoring and harvesting absolutely .						
Condition : 5	Choice and period of cultivation will be as per our absolute decision						
Condition : 6	Protection of corps from theft etc. will be the responsibility of the owner of the land						
Condition : 7	In case of any loss due to theft,the compensation amount will be deducted from the owner of the land from the monthly rental						
Condition : 8	In case of any investment in terms of protection of the corp field is to be done,the cost will be adjusted from mly.rental						
Condition : 9	Ownership of any infrastructure developed on the leased land will be exclusively ours						
Condition : 10	Any premature cancellation from either side will attract compensation from the violator's side						

As per above	1year	3year	5year	7year
300	300.00	350.00	400.00	450.00
Less than 10 bigha	300.00	350.00	400.00	450.00
More than 10 bigha	315.00	367.50	420.00	472.50
More than 20 bigha	330.00	385.00	440.00	495.00
More than 30 bigha	345.00	402.50	460.00	517.50


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If we consider that the average lease rental will be @ 550.00 per bigha per month , than

Area	Agreement money	Monthly	Total Monthly	Initial gastration period of 6 months	Working Capital @5000/-per bigha	Total Initial Investment before return
100	90000	300	30000	180000	500000	770000
200	180000	300	60000	360000	1000000	1540000
300	270000	300	90000	540000	1500000	2310000
400	360000	300	120000	720000	2000000	3080000
500	450000	300	150000	900000	2500000	3850000

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Annexure- II

Plot NO	October	November	December	January	February	March	April	May	June	July	August	September
1	Cauliflower					Amaranthus				Okra		
2	Carrot					Capsicum				Bitter Guard		
3	French Bean				Radish	Dwarf Cowpea			Cucumber		Amaranthus	
4	Carly Cauliflower		Cabbage					Brinjal			Carly Cauliflower	
5	Palak			Cowpea				Okra			Tomato	
6	Tomato					Palak		Amaranthus			Okra	
7	Corriander + Methi					Capsicum		Cowpea			Basella	
8	Okra		Radish		Beet			Bitter Guard			Okra	
9	Lettuce+Corriander			Lai Sak		French Bean		Cucumber				
10	Ridge Guard		Broccoli		Kneel Khol			Snake Guard			Ridge Guard	
11	Bitter Guard		Onion			Brinjal		Bitter Guard				
12	Potato					Ridge Guard		Okra			Lai Sak	

Cropping sequence for permanent pendal

November	December	January	February	March	April	May	June	July	August	September	October
Bottle Guard											
					Pumpkin				Speenge Guard		

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Annexure- III

o	Mango
y	Coconut
x	Lemon

1 hector = 7.5 bighas									
50m									
2.5m	10.5m	10.5m		3m	10.5m	10.5m		2.5m	
2.5m	o							o	
	x							x	
20m	x	BOGORI - 5 Plants			Bio- Disposal Pond	Jack Fruit - 6 plants		x	
	x	Olive 5 plants						x	
40m	x	Battle nut with peeper(130 plants)			Nora Bogori-12 plants and Amlokhi-6 plants	Guava-6 plants and Ahom bogori-22 plants		x	
	x							x	
	x							x	
	x							x	
11m	x	Banana Medium Sized - 50 plants			Banana-dwarf varieties-170-180 plants			x	
6m		Papaya - 45 plants			Pineapple-1000 plants				
14m	x	Lemon-35 plants			Pond	Nursury Bed		x	
	x							x	
3m	x							x	

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18/2/24

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10m	x	Pine apple - 900 plants	Bio-Disposal pond		Equipments Store & Central store for produces	Office & Chowkider's residance	x	200 meters
	x						x	
	x						x	
8m	0	Pomegranad-6 plants	Robab Tenga - 6 plants		Rounded Lemon-8 plants	Lemon-16 plants	0	
	x						x	
8m	x	Ponial - 4 plants	Kardamom / Leteku - 6 plants		Banana-dwarf varities-90 plants		x	
	x						x	
35m	x	Lichi - 12 plants			Orange-30 plants		x	
	x						x	
	x						x	
	x						x	
	x						x	

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X	X	X	X	X	Y
Coconut-15 plants					Y
					Y
					Y
					Y
					Y
Battle nut with pan(100 plants)					Y
					Y
					Y
					Y
					Y
X	X	X	X	X	0

35m

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