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|  | APPROVED:  CEO  Rosatom South Asia  Marketing (India) Pvt.Ltd.  \_\_\_\_\_\_\_\_\_\_ / A. Shevlyakov  «14» March 2018 |
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**Terms of Reference**

**For lease of residential premises**

**For the needs of**

**Rosatom South Asia Marketing (India) Pvt. Ltd**

Mumbai 2018

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1. SECTION 1. NAME OF THE SERVICE

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| Services for rent of residential premises on leave & license for accommodation of employees Rosatom South Asia. |

1. SECTION 2. DESCRIPTION OF SERVICE

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| Subsection 2.1 Composition (list) of services |
| The Licensor shall provide the Licensee with premises for use in accordance with the purposes of the Leave & License of residential premises for employees of the Licensee. |
| Subsection 2.2 Description of services |
| 1. Rent residential premises space with a total area of 700 sq. ft. to 1,300 sq. ft..   The Licensor provides:   1. Provision of premises for the Licensee: 2. Ready-made rooms with fine finishing and furniture; 3. with relation to automatic fire alarm and fire extinguishing systems, Fire Fighting Equipment and auxiliary devices and equipment: exploitation, repair, maintenance, replacement if necessary, cleaning and maintenance, in common areas of premises licensed in accordance with these terms of reference; 4. provision of the fire safety; |
| Subsection 2.3 Scope of the services rendered or share of the services in total procurement |
| Object – residential premises with a total area of 700 sq. ft. to 1,300 sq. ft..  The layout of the object should contain at least the following premises:   1. Living room 2. Kitchen 3. Bedrooms 4. Separate bathrooms including toilets   The premises must be fully furnished. |

1. SECTION 3. REQUIREMENTS TO SERVICES

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| Subsection 3.1 General requirements |
| 3.1.1. Rent of residential premises for Leave & License use.  3.1.2. Duration of validity of the lease agreement – 24 months.  3.1.3. Lock-in period – not exceeding 12 months.  3.1.4. Revocable deposit – not exceeding 3 months rent payments including all taxes.  3.1.3. Annual indexation of the rental rate cannot be higher 7.5%.  3.1.4. Form of payment – non-cash.  3.1.5. Contract currency – Indian Rupees  3.1.6. Payment under the contract is made in Indian Rupees by transferring the rent to the settlement account of the Licensor. The rent is payable monthly on the basis of the invoice issued by the Licensor.  3.1.7. The Licensor on its own and at its own expense takes on the obligation to carry out activities aimed at the state registration of the lease agreement, within a period not later than 3 months from the date of signing the lease. The Licensee takes on the obligation to provide for his part the documents required for registration. The Licensee has no right to prevent the state registration of the lease. |
| Subsection 3.2 Requirements to rented premises |
| 3.2.1. Location of residential premises – Mumbai - Bandra, Khar, Santacruz  3.2.2. Licensed premises should have the status of residential premises and be adapted for the purpose of leaving.  3.2.3. Licensed premises should be located in an isolated protected area, on one floor, with a separate entrance and have a modern fine finish without defects.  3.2.4. The presence of a security in the ground floor is mandatory.  3.2.5. The rented premises should have serviceable engineering (central) systems (heating, electricity, air conditioning and, if applicable, sewerage, water disposal, water supply) and lighting equipment.  3.2.6. The rooms should not be located in the basement and basement floors of the building.  3.2.7. The rooms must be equipped with at least 1 -3 electrical sockets.  3.2.8. The kitchen has to be equipped with provision system for cooking  3.2.9. Routing of electrical, telephone and network cables should be carried out over the false ceiling, or in specialized cable channels (boxes) and be invisible.  3.2.10. Availability of guaranteed power supply in the building.  3.2.11. Availability or ability to connect to the LAN (Internet).  3.2.12. The Licensor does not prevent the Licensee from entering into his own communication contracts with any telecommunications operator.  3.2.13. The premises should be equipped with electric lighting in the required quantity and capacity in accordance with the sanitary norms in India.  3.2.14. The presence in the building fire exit on each floor.  3.2.15. The presence in the building of at least 1 passenger elevator of the leading international brands (if the premises are located above the second floor).  3.2.16. Possibility of delivery of correspondence addressed to the Licensee.  3.2.17. In residential premises, floor coverings must be applied that meet the requirements of fire safety and allow for wet cleaning.  3.2.18. Building where the Premises is located at the time of transfer to the Licensee must comply with all fire safety requirements, and also equipped with appropriate fire alarm systems, firefighting and alarm systems.  3.2.19. The licensed premises should be prepared for transfer to the Licensee no later than 12 April 2018.  3.2.20. Modern interior decoration. The walls of the rooms should be light colors. The rooms should not require additional costs for repairs. Windows - fiberglass. In the premises (except for technological) there should be no visible elements of the building structure, engineering systems and equipment: open metal structures, open air ducts, beams, pipes for heating and etc.  3.2.21. The rent includes:   * - all necessary payments (taxes and fees) to land, to property related to the object of lease and payable in accordance with the requirements of Indian law; * - Goods & Services Tax if any applicable; * - payment of operating costs (including, but not limited to, supply and exhaust ventilation, fan coil units, fire sprinkler systems, fire detectors, heating systems, sewage systems both in rented premises and public premises, 24-hour security of the building, cleaning of common areas, garbage removal from public places, maintenance/attendance of the building's engineering systems (including lift equipment) in working order; * Utilities (heating, water supply (hot and cold) and sewerage, electricity consumed in common areas, (if applicable).   3.2.26. The rent does not include:   * electricity and gas supply costs in the rented premises (if applicable); * telecommunication services (communication, Internet); * expenses for additional protection of the Licensed premises, video surveillance, cleaning of the Premises, maintenance of the systems installed by the Licensee in the Licensed Premise, which the Licensee bears independently. |
| Subsection 3.3 Requirements to guarantee of services |
| 3.3.1. The premises must remain operational throughout the license period.  3.3.2. The Licensor guarantees that the premises transferred for lease are not pledged, are not arrested, are not burdened with rights and are not subject to property disputes, as well as the opportunity to use the address as the address of the location of the legal entity and subletting the transferred premises with their written consent.  3.3.3. The Licensor guarantees the legal purity of the transaction.  3.3.4. The Licensor guarantees that at the time of concluding the lease, all premises specified in it will be free and ready for transfer to the Licensee. |
| Subsection 3.4 Requirements to confidentiality |
| Not required. |
| Subsection 3.5 Requirements to the security of service provision and the safety of the result of the services rendered |
| In the event of accidents resulting in deterioration of the licensed premises, the Licensor must provide the necessary assistance in eliminating their consequences if the accident occurred not through the fault of the Licensee. The Licensor must ensure compliance with the norms and rules of the legislation in the field of fire safety. The building should be equipped with automatic fire alarm system, water sprinkler fire-extinguishing system and a system for alerting people about a fire, as well as evacuation lighting. |
| Subsection 3.6 Requirements to training of the Customer’s personnel |
| Not required. |
| Subsection 3.7 Requirements for the composition of the participant's technical proposal |
| According to the procurement documentation. |
| Subsection 3.8 Special requirements |
| The transferred premises must be legally owned by the Licensor, which is confirmed by a relevant copy of the relevant document. |

1. SECTION 4. RESULTS OF THE SERVICES RENDERED

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| Subsection 4.1 Description of the final result of services provided |
| The Licensor takes on the obligation to lease the residential premises in accordance with the terms of this Terms of Reference and to provide conditions for the peremptory performance of the contract. Premises are provided for rent for a period of 24 months from the date of signing the acceptance certificate. |
| Subsection 4.2 Requirements to acceptance of services |
| The Licensor guarantees to provide the premises specified in the lease agreement that meet the requirements of sanitary and fire regulations and rules and transfer them to the Licensee under the act of acceptance-transfer with all necessary accessories and documentation within the agreed period. When the premises are transferred, it is examined, its quantitative and qualitative characteristics are checked, its compliance with technical documentation checked.  From the date of signing by the parties of the act of acceptance-transfer of the premises, the Licensee has an obligation to pay the rent, which terminates from the date of return of the premises, formalized by the relevant act of acceptance-transfer. |
| Subsection 4.3 Requirements for transferring technical and other documents to the Customer (registration of the results of rendered services) |
| 4.3.1. The Licensor, simultaneously with the transfer of the premises, transfers to the Licensee:   * electrical wiring diagrams and structured cabling systems; * scheme of premises (explication); * copies of executive documentation for fire safety systems, warning and fire extinguishing systems. |

1. SECTION 5. REQUIREMENTS TO TECHNICAL TRAINING OF THE CUSTOMER’S PERSONNEL

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| Not required. |

1. SECTION 6. LIST OF ACCEPTED ABBREVIATIONS

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| Not required. |

1. SECTION 7. LIST OF ANNEXES

Not required.

**Essential terms of the contract.**

Price structure:

The prices in the commercial offer should include:

- all necessary payments (taxes and fees) to land, to property related to the lease object and subject to payment in accordance with the requirements of Indian low;

- Goods & Services Tax if any applicable.

- payment of operating expenses (including, but not limited to, supply and exhaust ventilation, fan coil units, fire sprinkler systems, fire detectors, sewage systems both in rented premises and public premises, 24-hour security of the building, cleaning of common areas, garbage removal from public places, maintenance/attendance of the building's engineering systems (including lift equipment) in working order;

- payment for entry, departure and accommodation in the parking area (ground and/or underground) of the Licensor of the motor vehicle of the Licensee (one vehicle) (the number of parking spaces provided by the Licensor to the Licensee is at least 1);

- utilities (water supply (hot and cold) and sewerage, electricity consumed in common areas, and electricity in the licensed premises (if applicable).

All payments under the contract are made in Indian Rupees.

Term of rendering services:

From the date of provision of services within 24 months.

Payment order:

Payment is made by monthly payments in the amount of rent for one month.

Indexing:

Annual indexation of the rental rate from the second year of the rent cannot be higher 7.5%.