

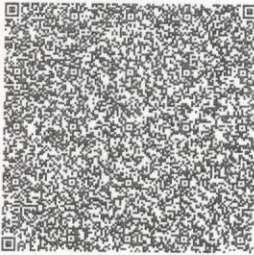


सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK41115067063821P
Certificate Issued Date	: 13-Nov-2017 02:15 PM
Account Reference	: NONACC (SV)/ uk1211204/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK121120482785795015033P
Purchased by	: UNITED INDIA INSURANCE COMPANY
Description of Document	: Article Miscellaneous
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UNITED INDIA INSURANCE COMPANY
Second Party	: NA
Stamp Duty Paid By	: UNITED INDIA INSURANCE COMPANY
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Att.No.....
CHAMAN SINGH
STAMP VENDOR
Mob.No.-9997544850

-----Please write or type below this line-----

VIJAY SINGH KUNWAR
Sr. Div. Manager

(पीयूष कुमार)
अपर आयुक्त (विशेष वेतनमान)
राज्य कर, मुख्यालय, देहरादून

Statutory Alert:

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(Memorandum of understanding)

This Memorandum of Understanding "MoU" is made on this 14th Nov 2017 between Department of State Tax, Uttarakhand having its Head Office at Mussoorie Bye-Pass Road, Nathanpur, Dehradun through its "Commissioner Tax" O/o Commissioner Tax, Uttarakhand (hereinafter referred to as "STD" which expression shall unless repugnant to the context, mean and include its executors, successors and assigns) of the First Part.

AND

United India Insurance Company Limited, a company incorporated under the Companies Act, 1956 and licensed under terms of the insurance Act, 1938 to carry out the general insurance business and having its registered and Head office at 24, Whites Road, Chennai -600014, through its Divisional Office situated at Shree Sai Complex, Mitra Vatika, Ranipur More, Haridwar - 249401 Uttarakhand (hereinafter referred to as " United Insurance") which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the Other Part.


(Insurance and STD hereinafter collectively referred to as "the Parties" or "parties" and individually as "Party").

WHEREAS

- A. United Insurance is registered under section 3 of the Insurance Act 1938 (Act 4 of 1938) and is inter-alia engaged in the business of general Insurance.
- B. United Insurance is desirous in providing insurance cover to the dealers of Uttarakhand who are registered with the STD.
- C. The STD through a process of tender had approached Insurance to provide insurance cover for Accidental Death in accident to the dealers who are registered with the STD as on 18th Nov. 2017, and or registered during the policy period and remained registered till the expiry of the Group Personal Accident Tailor Made Policy i.e. till the midnight of 18.11.2018.
- D. Relying on the representations made by the STD United Insurance has agreed to accept the offer and decided to provide insurance cover to the registered dealers as per this MoU on the said terms and conditions herein below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:


VIJAY SINGH.KUNWAR
Sr. Div. Manager


(पियूष कुमार)
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राज्य कर, मुख्यालय, देहरादून

1. DEFINITION

(a) Registered Dealers

Registered Dealers shall include all dealers whether engaged in the business as sole proprietorship, partnership firm and Hindu undivided who are registered under VAT or GST in State of Uttarakhand as on 18-11-2017 or registered during the insurance policy period and remained registered on the date of accident. This definition shall exclude limited company, society, club and association and central / State Government commercial establishments and authorities.

The insured person under the definition of registered dealers will be:-

Proprietor under Sole Proprietorship Firm, Karta under HUF Firms, Partners under Partnership firm but the eligibility will be for one partner only.

In case more than one partners died in a single accident the sum insured will be divided equally to the partners died in the single accident.

(b) POLICY

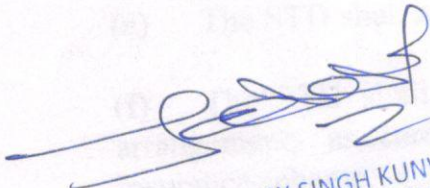

Policy shall mean Group Personal Accident Tailor Made Policy, being tendered by United Insurance hereunder to the STD, Uttarakhand in the benefit of the registered dealers of Uttarakhand, under GST.


2. SCOPE

The Policy will be issued in the name of The Commissioner Tax. The scope of he Insurance cover provided under the said Group Personal Accident Insurance Policy with Clauses and salient features has been described in Schedule 'A' annexed hereto.

3. TERM OF THE MOU

The policy is valid for one year i.e. Form 00.00 hours of 19-11-2017 to midnight of 18-11-2018.


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CONSIDERATION

As a consideration to the policy being tendered by United Insurance, STD has paid a sum of Rs 40,41,500/- Rupees Fourty Six Lakh only (i.e. Rs. 34,25,000/- towards premium & Rs. 6,16,500/- towards Service Tax).

5. SUM INSURED

The Sum Insured under the Group Personal Accident Insurance is Rs. Five Lac per registered dealer.

In case of dealers registered as partnership firm only one partner is eligible but in case more than one partners died in a single accident the sum insured will be divided equally to the partners died in the single accident subject to maximum five lakh sum insured per registered dealer.

In case any person is proprietor/partner/Karta of more than one registered dealer the payment of claim is restricted up to a maximum of Rs 5 Lacs for single death claim.

6. RIGHTS AND OBLIGATIONS OF STD

Subject to applicable rules, regulation and guidelines, the STD shall be liable to perform the following obligations:

- (a) Details of dealers registered under VAT (**as available at NIC Portal**) and GST (**as maintained and provided by GSTN**) in the State of Uttarakhand would be provided to official of United Insurance when requested by them.
- (b) In the event of any Claim the STD is to certify and assist United Insurance in all aspects of the settlement of claim or otherwise.
- (c) Deputed qualified experts to be a part of the quality monitoring and Audit Team with United Insurance.
- (d) Permit the personnel and surveyors / investigators of United Insurance to review and audit the receipts and accounts pertaining to the policies underwritten by United Insurance.
- (e) The STD shall assist all claimants in claim reporting and documentations.
- (f) The STD shall not during the validity of this MoU, enter into, any similar arrangements as contemplated hereunder with any other general insurer for any insurance scheme.


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Sr. Div. Manager


(**पंडित कुमार**)
अपर आयुक्त (विशेष वेतनमान)
राज्य कर, मुख्यालय, देहरादून

7. RIGHTS AND OBLIGATION OF UNITED INSURANCE

United Insurance shall be liable to perform the following obligations:

- i) To be the final authority to decide with respect to the settlement of insurance claims under the policy underwritten.
- ii) To provide 100% risk coverage subject to the policy terms and conditions.
- iii) To make available adequate no. of claim forms to STD.
- iv) To administer and settle claims.
- v) To act judiciously while adjudicating the claims.
- vi) To Audit and review.

8. CLAIMS MANAGEMENT


The Department of State Tax has nominated the Joint Commissioner (Executive) as their Nodal officers at five of its regions who would maintain the list of registered dealers of VAT (**as available at NIC Portal**) and GST (**as provided by GSTN Portal**) covered under the policy and would provide the same whenever required and asked for by United Insurance. These Nodal officers would also maintain a list of traders whose application for registration has been cancelled (**For VAT as provided by STD and for GST as provided by GSTN Portal**) and the same would also be provided to the United Insurance whenever required.

The incident giving rise to claim will be intimated by the claimant, along with claim form and other documents to the Nodal Officer who will in turn forward the same to the designated officer to the STD.

All such claims along with required documents mentioned herein shall be provided by STD to the authorized person of United Insurance within 90 days from the date of the death of registered dealer duly verified and forwarded by Joint Commissioner (Executive), Department of State Tax, Government of Uttarakhand.

On receipt of all the documents, United Insurance shall at its option get the claim verified and make the payment. The payment is to be made within three months from the date of completion of all the requirements of the claim by the legal heirs through Joint Commissioner (Executive) State Tax.


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राज्य कर, मुख्यालय, देहली

United Insurance shall have to compulsorily attend at the every three month meeting organized by Commissioner Tax, Uttarakhand to discuss the progress made under this policy. The meeting will be attend by the authorized representative of both the parties. In addition to this the Commissioner Tax can call the additional meeting provided three (3) days advance notice is given in writing to the authorized representatives of United Insurance.

After the receipt of the claim documents by the authorized officer of United Insurance it will be responsibility of United Insurance to settle the claim within three months from the completion of all the requirements.

9. CLAIM DOCUMENTS: The following documents are to be provided in support of the Claim:

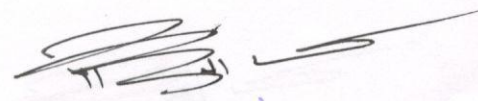
- (a) Duly completed claim form
- (b) F.I.R.
- (c) Death certificate from a competent authority designated by State Government.
- (d) Postmortem reports or Panchanama.
- (e) Certificate from designated Nodal Officer confirming the status of the claimant.
- (f) Any other relevant and material document or information that United Insurance may deem fit and proper.

10. MODE OF PAYMENT

The Nodal Officer shall intimate the name of the Beneficiary on whose name payment is to be made. This Scheme stipulates the following nominees for death.

- (a) In case of surviving spouse of the deceased, the payment shall be made to the surviving spouse.
- (b) In case of no surviving spouse, the payment shall be made to nominee(s).
- (c) In case of absence of nomination the payment will be made to the person who produces a succession certificate obtained from a competent court to this effect.
- (d) In case of two or more than two surviving legally wedded spouse the amount will be distributed equally between them.


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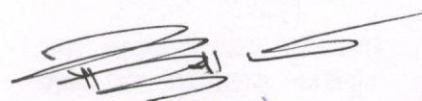
11. Exclusions

United Insurance shall not be liable under this Policy for:

- (a) Compensation under more than one of the categories specified in the Basis of Assessment of the Gr. PA policy document in respect of the same period of disablement of the insured Person under this policy.
- (b) Any other payment to the same person under this policy, after claim under one of the categories I & II as specified in the Basis of Assessment of the Gr. PA. Policy document of Claims has been admitted and becomes payable. However, this exclusion shall apply to this policy and shall in no way affect benefit derived by the insured person or his / her legal heir under any other insurance policy or scheme.
- (c) Any payment in case of more than one claim in respect of such Insured Person, under this Policy during anyone period of insurance by which the sum payable as per the of Basis of Assessment of Claims of this Policy to such Insured Person.
- (d) Payment of Compensation in respect of death, injury or disablement of insured Person:-
 - (i) Form intentional self-injury, suicide or attempted suicide;
 - (ii) Whilst under the influence of intoxication liquor or drugs;
- (e) Whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world. Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by regular airline or whether such an aircraft has single engine or multi engine;
- (f) Directly or indirectly caused by venereal disease.
- (g) Arising or resulting from the insured willfully & knowingly committing any criminal offense.
- (h) War Nuclear perils.
- (i) While putting oneself to needless peril unless to save human life.

12. RELATIONSHIP WITH THE PARTIES


VIJAY SINGH KUNWAR
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Noting contained herein shall be deemed to create between the parties any partnership, joint venture or relationship of principal and agent or master and servant or employer and employee or any affiliate or subsidiaries thereof. Each of the Parties hereto agrees not to hold itself or allow its directors employees/agents/representatives to hold out to be a principal or an agent, employee or any subsidiary or affiliate of the other.

13. TERMINATION

This MoU may be terminated by either party by giving one month's prior written notice by means of registered letter or a letter delivered at the office and duly acknowledged by the other, provided that MoU shall remain effective thereafter with respect to all rights and obligations incurred or committed by the parties hereto prior to such termination.

14. CONFIDENTIALITY

This clause shall survive the termination/expiry of this MoU.


Each party shall maintain confidentiality relating to all matters and issues dealt with by the parties in the course of the business contemplated by and relating to this MoU. The STD shall not disclose to any third party, and shall use its best efforts to ensure that its, officers, employees, keeps secret all information disclosed, including without limitation, document marked confidential, medical reports, personal information relating to insured, and other unpublished information except as may be authorized in writing by United Insurance. United Insurance shall not disclose to any third party, and shall use its best efforts to ensure that its directors, officers, employees, sub-contractors and affiliates keep secret all information relating to STD including without limitation to the STD proprietary information, process flows, any other required details.

15. NOTICES

All notices, demands or other communications to be given or delivered under or by reason of the provisions of this MoU will be in writing and delivered to the other Party;

- (a) By registered mail;
- (b) By Courier;
- (c) By facsimile;
- (d) By email


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In the absence of evidence of earlier receipt, a demand or other communication to the other party is deemed given.

- (a) If sent by registered mail, 7 working days after posting it; and
- (b) If sent by courier, seven working days after positing it; and
- (c) If sent by facsimile, two working days after transmission. In this case, further confirmation has to be done via telephone and e-mail.

The notice shall be sent to the other Party to the following addresses (or to the addresses which may be provided by way of notice made in the above said manner):-

If to the DST:

Dept. of State Tax.
Mussoorie Bye-Pass Road, Nathanpur,
Dehradun – 248014
Tel: 0135-2669851, 2669923 Fax: 0135-2669935

If to the United Insurance:

United India Insurance Company Limited
Divisional Office,
Shree Sai Complex
Mitra Vatika, Ranipur More
Haridwar - 249401
Uttarakhand
Tel: 01334-226754-223903


16. MISCELLANEOUS

A. The MoU together with any Annexure hereto constitutes the entire MoU between the parties and supersedes, with respect to the matters regulated herein and all other mutual understandings, accord and MoUs, irrespective of their form between the parties. Any annexure shall constitute an integral part of the MoU.

Except as otherwise provided herein, no modification, amendment or waiver of any provision of this MoU will be effective unless such modification, amendment or waiver is approved in writing by the parties hereto.

B. Superseding Effect


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The terms of this MoU shall supersede the terms as mentioned in the notification/tender document in context to this present contract with respect to the present Insurance Policy.

C. Assignment

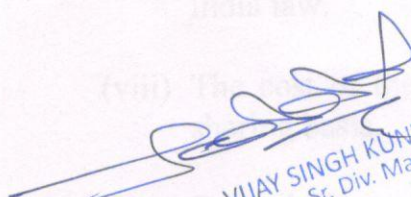
The STD may not assign, transfer, encumber or otherwise dispose of this MoU or any interest herein without the prior written consent of United Insurance provided whereas that the United Insurance may assign this MoU or any rights, little or interest the sin to an Affiliate without requiring the consent of STD.


D. Waiver

The failure of any of the parties to insist, in any one or more instances, upon a strict performance of any of the provisions of this MoU or to exercise any option herein Contained shall not be construed as a waiver of relinquishment of such provision but the same shall continue and remain in full force and effect.

E. Indemnity

The STD will indemnify, defend and hold harmless United Insurance against any claims, demands, proceedings, actions, costs and expenses which the latter may incur as a consequence of the negligence of the former in fulfilling obligation under this MoU or as a result of the breach of the terms of this MoU.


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F. Law and Arbitration

- (i) Provisions of this MoU shall be governed by and construed in accordance with Indian law.
- (ii) Any dispute, controversy or claims arising out of or in relation to this MoU of the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
- (iii) The arbitrary tribunal shall be composed of three arbitrators, one arbitrator appointed by each party and one another arbitrator appointed by the mutual consent of the arbitrators so appointed.
- (iv) The place of arbitration shall be Dehradun and any award whether interim or final, or awards shall be deemed for all purposes between the parties to be made, in Dehradun.
- (v) The arbitrary procedure shall be conducted in the English language and any award or shall be rendered in English. The procedural law of the arbitration shall be Indian law.
- (vi) The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction,
- (vii) The rights and obligations of the parties under, of pursuant to, this Clause including the arbitration MoU in this Clause, shall be governed by and subject to India law.
- (viii) The cost of the arbitration proceeding would be borne by the parties on equal sharing basis,

G. Severability

The invalidity or unenforceability of any provisions of this MoU in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this MoU in such jurisdiction or the validity, legality or enforceability of this MoU, Including any such Provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law,


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H. Audit

During the Audit of account relating to this policy, if any documents are required from United Insurance then the same shall be provided to STD.

I Captions

The captions herein are included for convenience of reference only shall be ignored in the construction or interpretation hereof.

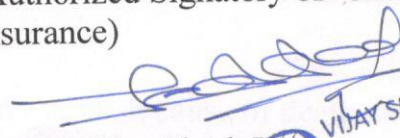
Enclosures forming part of this MoU: Annexure-I (Schedule A) Scope of cover.

(Authorized Signatory of STD)



Name: Piyush Kumar
Designation: Adl. Commissioner
Address: HQ State Tax Dept.
Date: 14th Nov 2017

(Authorized Signatory of United Insurance)



VIJAY SINGH KUNWAR
Sr. Div. Manager

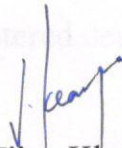
Name: Vijay Singh Kunwar
Designation: Sr. Divisional Manager
Address: Mitra Vatika, Ranipur More Haridwar.
Date: 14th Nov 2017

Witness:



Name : Jagdish Singh
Designation: Dy. Commissioner
Address: HQ State Tax Dept.
Date: 14 Nov 2017

Witness:



Name: Vijay Khampa
Designation: Administrative Officer
Address: BO-I, Dehradun
Date: 14th Nov 2017



SCHEDULE- A

(SCOPE OF COVER)

The number of dealers who are registered under GST or VAT in the State of Uttarakhand the commencement of insurance policy to be covered shall be taken as per the records of the STD. Insurance Hereby agrees, subject to the terms, conditions and exclusions contained or otherwise expressed in the policy documents to pay to the insured a sum not exceeding the Capital Sum Insured during the tenure of the policy if any of the Insured person dies directly from accident caused by external, violent and visible means, to the extent and in the manner hereinafter provided.

The cover should be available on 24 hrs, 365 day basis and includes all types of accidents arising anywhere caused by external, violent and visible means in sudden and unforeseen manner.

Necessary documents will be required to establish cause of death caused due to an accident.

CAPITAL SUM INSURED

The Capital Sum Insured (CSI) under this policy shall be Rs 5,00,000/-- per firm.

The insured person under the definition of registered dealers will be:

Proprietor under Sole Proprietorship Firms

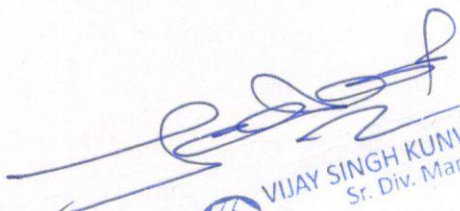
Karta under HUF Firms


Partners under Partnership firm

In case of dealers registered as partnership firm only one person is eligible but in case more than one partner dies in a single accident the sum insured will be divided equally to the partners died in the single accident.

In case any person is proprietor/partner/karta of more than one registered dealer the payment of claim, if eligible otherwise, is restricted up to a maximum of Rs. 5 lac.

The Capital Sum Insured will be paid if the death of insured person is within a period of Twelve months from the date of accidental bodily injury, and such bodily injury is the sole and the direct cause of Death of the Insured Person.


VIJAY SINGH KUNWAR
Sr. Div. Manager


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