Draft

**<on 300 Rs. Non-Judicial Stamp Paper>**

**AGREEMENT FOR SOFTWARE TECHNOLOGY PARK**

An agreement made on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_between M/**s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_** a 100% Export Oriented Unit having its Registered Office at “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” and unit location at “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Gujarat” (hereinafter referred to as “the Unit” which expression shall include its successors and assigns) of the one part and President of India acting through Director of Software Technology Parks of India-Gandhinagar (hereinafter referred to as “Government” which expression shall include his successors in office and assigns) of the other part.

WHEREAS the Government has communicated vide letter No. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** on **\_\_\_\_\_\_\_\_\_\_\_** to the unit the terms and conditions for setting up of the 100 % Export Oriented unit under Software Technology Park (STP) Scheme of Ministry of Electronics & Information Technology, Govt. of India for the development and export of Computer Software & IT Enabled Services and the unit has duly accepted the said terms and conditions vide their letter No. \_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_.

AND WHEREAS the unit has been permitted to import/purchase indigenously Plant and Machinery, raw material, spares and consumables etc. free of Import /Central Excise duty as per details given at Annexure-I for development of Computer Software & IT Enabled Services for export through Data Communication Link and/or physical form.

AND WHEREAS a license has been granted to the unit by the Government, subject to the achievement of positive Net Foreign Exchange (NFE) as provided in the STP Scheme.

**NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:**

1. The unit shall achieve positive Net Foreign Exchange (NFE) cumulatively over a period of 5 years as provided in the STP Scheme.
2. Such performance shall be subject to annual monitoring by the Director, Software Technology Parks of India-Gandhinagar (Designated Officer, Ministry of Electronics & Information Technology, Government of India) having Jurisdiction over the activities under the guidelines issued by the Ministry of Commerce, Government of India from time-to-time and the unit shall be liable for penalty under the Foreign Trade (D&R) Act, 1992 as amended from time to time for failure to fulfill such obligation. For the purpose of NFE under the STP scheme, export to Bhutan or Nepal shall qualify, if payment is made in free Foreign exchange.
3. The Unit shall intimate the date of commencement of production for 100% export within one month of such date to the Director, Software Technology Parks of India-Gandhinagar.
4. The unit shall not dispose of its production in the domestic market except in terms of the provisions of STP Scheme and/or when specifically allowed by the competent authority.
5. The unit under implementation shall submit quarterly report to the Director, Software Technology Parks of India-Gandhinagar in the prescribed format.
6. The Unit shall after the commencement of production/operation, submit to the Director, Software Technology Parks of India-Gandhinagar, quarterly performance report in the prescribed format for the period ending March/June/September and December every year within 30 days of the close of quarter giving details of the imports/exports effected and purchases made from the Domestic Tariff Area by the Unit during the period. An annual performance report shall also be submitted in the prescribed format within a period of 90 days following the close of financial year failing which further imports and DTA sale will not be permitted. Annual Performance Reports shall be certified by a Chartered Accountant. In case of wrong submission of such information or failure to submit such information within the stipulated time, The Director, Software Technology Parks of India-Gandhinagar may withdraw the permission granted to the unit for operation. The unit shall submit any other reports or information as and when required by The Director, Software Technology Parks of India-Gandhinagar.

6A.STP unit shall file every month, report of services exports in respect of the services classified in Annexure-V of Appendix 6E in the “Service Exports Reporting Form (SERF)” prescribed in Annexure VI of Appendix 6E of Appendices & ANFs to the designated officer in STP. Use of SERF would be limited to capturing information on services exports from STPs.

1. In the event of the Unit failing to fulfill the terms & conditions of Letter of Permission (LOP) and NFE as prescribed in the STP Scheme, except when the fulfillment of such conditions is prevented or delayed because of any law & order, proclamation, regulation/ordinance of the Government or the shortfall in fulfillment of NFE is within the permissible norms specified in the monitoring guidelines of the STP Scheme given in Foreign Trade Policy, the unit would be liable for penal action under the provisions of Foreign Trade (Development & Regulation )Act, 1992 and the Rules & Orders made thereunder.
2. The unit shall also be subject to the conditions stipulated and required for availing exemption from duty of Customs and Excise under the relevant Customs & Excise Notifications and any customs duties/Excise duties and interest payable to / leviable by the Government for failure to fulfill such conditions shall also, without prejudice to any other mode of recovery be recoverable in accordance with the provisions of Section 142 of the Customs Act 1962/Section II of the Central Excise Act 1944 and rules made thereunder and/or from any payment due to the Unit from the Government.
3. Any order issued by the Government in this regard shall be final and binding and the unit thereby undertakes to comply unconditionally with such an order.
4. The unit shall be bound by the changes made in the provisions of STP Scheme from time to time.
5. The unit shall have an operational Web-Site and permanent e-mail address and Digital Signature on said email ID.
6. Any changes in theBoard of Directors/Partners,Telephone number, e-mail address, Web-Site**,** Passport No., Bank particulars and operational address shall be duly intimated by the unit within a fortnight.
7. Any Stamp Duties payable on this document or any document executed thereunder shall be borne by the unit.
8. The Unit shall submit Softex Form & Export Invoice in a format and procedure presented by STPI/RBI for Software Export Certification.

In witness thereof the common seal of **“M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_** has been here into affixed Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ for and on behalf of **“M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_”** has set and subscribed his hands here into. Common seal of the within named Unit has been affixed here into in the presence.

Signature: …(Unit’s Authorised Signatory’s seal & signature)of **(I) Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Residential address:**

**Phone No.:** **e-mail:**

who has been duly authorized for the purpose by a resolution of the Board of Partners of the firm passed at the meeting held on \_\_\_\_\_\_\_\_\_\_\_\_ who has signed in the presence of:

Signature: ………………………………… of (I) (Name) ,

**Residential address:** .

**Phone No.:** **e-mail:**

Signature: ……………………………… of (II) (Name)

,

**Residential address:** .

**Phone No.:** **e-mail:**

# Signed for and on behalf of the President of India

By **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director**,

Software Technology Parks of India, Gandhinagar

in the presence of

Annexure to Agreement for Software Technology Parks signed by M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_.

**ANNEXURE-I**

**List of Capital Goods proposed to be imported**

|  |  |  |
| --- | --- | --- |
| **Sl.**  **No.** | **Description of Goods** | **Amount in**  **Rs. Lakhs** |
| 1. | Computer Hardware Software & Accessories, Laptop, Server |  |
| 2. | Office Equipments including PABX, Fax Machine, Video Projection System |  |
| 3. | Captive Power Plants or Diesel Generating Sets |  |
| 4. | Uninterrupted power supply system (UPS), Pollution Control Equipment, Quality Assurance Equipment, Storage System, Special Racks for storage, Modular Furniture, Computer Furniture, Anti-Static Carpet, Tele-conference equipment, Servo Control System, Panels for Electricals, Air-conditioning System and Security Systems. |  |
| 5. | Any other goods allowed as per Para 6.01 (d) of FTP 2015-2020 and 6.04 of Handbook of Procedure of FTP 2015-2020. |  |
| **Total** | |  |

**List of Capital Goods proposed to be procured indigenously**

|  |  |  |
| --- | --- | --- |
| **Sl.**  **No.** | **Description of Goods** | **Amount in**  **Rs. Lakhs** |
| 1. | Computer Hardware Software & Accessories, Laptop, Server |  |
| 2. | Office Equipments including PABX, Fax Machine, Video Projection System |  |
| 3. | Captive Power Plants or Diesel Generating Sets |  |
| 4. | Uninterrupted power supply system (UPS), Pollution Control Equipment, Quality Assurance Equipment, Storage System, Special Racks for storage, Modular Furniture, Computer Furniture, Anti-Static Carpet, Tele-conference equipment, Servo Control System, Panels for Electricals, Air-conditioning System and Security Systems. |  |
| 5. | Any other goods allowed as per Para 6.01 (d) of FTP 2015-2020 and 6.04 of Handbook of Procedure of FTP 2015-2020. |  |
| **Total** | |  |