

## **AGREEMENT FOR SOFTWARE TECHNOLOGY PARK**

**An agreement** made this       day       Two Thousand and eight between an infrastructure Service Provider under STPI Scheme having its registered office at (hereinafter referred to as "the Unit" which expression shall include its successors and assigns) of the one part and Software Technology Parks of India, Ministry of Communications and Information Technology, Govt. of India through their Director of the other part.

**WHEREAS** the Government have communicated vide letter no. to the unit the terms and conditions for setting up of the Infrastructure Service for STP units under STPI scheme of Ministry of Communication & Information Technology and the unit has duly accepted the said terms and conditions vide their letter dated.

**AND WHEREAS** the unit has been granted the status of Infrastructure Facility for STP units under the Software Technology Park Scheme by Inter Ministerial Standing Committee (IMSC) for STP & EHTP scheme in its meeting held on dt:.

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**AND WHEREAS** the unit has been allowed to import the capital goods under Customs Notification no. 153/93 dated 13.08.1993 and 5/2007 dated 15.01.2007, amended from time to time, free of duty.

**AND WHEREAS** as a condition of the approval granted to the unit, the Government has stipulated that the unit must provide Infrastructure Service under STPI Scheme to STP Units set up in the said building to earn foreign exchange by 100% of the production of export product, namely computer software & IT Services by STP Units located in the proposed Infrastructure Facility for a period of five years beginning from the first day after completion of the gestation period allowed by the Government (hereinafter referred to as the prescribed date)

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The unit shall provide infrastructure Service under STPI Scheme to other units set up at Unit site to earn foreign exchange by exporting 100% of their production of computer software for a period of five years, counting from the prescript date.
2. The unit shall intimate to provide Infrastructure Service under STPI scheme to other units from the date of providing Infrastructure Service commencement within one month of such date of the concerned Director, software Technology Park- Gurugram.
3. The unit shall within a period of three months beginning from the first day of the financial year after providing Infrastructure service, submitted to the Director, Software Technology Park. certificates in orginal and such other documents as may be demanded by the said authority giving details of the following imports/ exports effected and purchase made from the domestic tariff area by the unit during the period.
  - (a) Quantity, specifications and CIF value of imported (I) Capital Goods, Plant, Machinery and Equipment.
  - (b) Quantity, Specifications and value of indigenously procured (I) Plant Machinery and Equipment.

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4. The unit shall submit similar certificates and such other documents to the said authority every year for period of five year, within three months from the end of each financial year.
5. In the event the unit is not able to provide Infrastructure Service undertaken by it as aforesaid, the unit on the instructions of the concerned Joint Director, Ministry of communication & Information Technology, pay to the Government the amount of customs duty that would be leviable at the relevant time on the items of Plant, Machinery, equipment, Raw Materials, components and consumables allowed for import by the unit in terms of approval granted to them. The unit shall in addition, pay simultaneously to the Government Liquidated damages, the amount of which will be decided by the Government taking into account the circumstances of the case. The amount of liquidated damages shall be determined by the Secretary, Ministry of Communication & Information Technology and the instructions of the said authority shall be final and binding on the unit. While determiniing the extent of liquidated damages the said authority will, if it is considered necessary, give an opportunity to the unit to present its arguments.
6. The unit will under no circumstances be allowed to the export product in the domestic market unless specifically allowed by the Government.
7. The unit will comply all the terms and conditions communicated by Ministry of Communications & Information Technology, Department of Information Technology vide letter no. \_\_\_\_\_ dt. \_\_\_\_\_ to the unit.
8. In the event of the unit failing to provide Infrastructure Service undertaken by it as aforesaid, except when the fulfillment of such obligation is prevented or delayed because of any law, order proclamation, regulation or ordinance of the Government. The Government shall be free to issue any directions to the unit regarding the manner of disposal of the export goods and the unit shall be bound to comply with the same. This will be without prejudice to any other action which may be taken against the unit under the provisions of the Import & Export (Control) Regulations or any other rules.

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9. Any custom duties/excise duties and interest at 18% from the date of import/supply to the date on which payment is made due to Government under agreement 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 11 of the Central Excise and Salt Act 1944 and rules made thereunder and / or from any other payment due to the unit from the Government.
10. 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.
11. Any stamp duties payable on this document or any document executed thereunder shall be borne by the unit.
12. The obligation on the Infrastructure will be as per the Foreign Trade Policy in force from time to time.

In witness whereof the common seal of has been hereunto affixed has set and subscribed his hands hereunto.

Seal of the within named unit                      Signature  
Has been affixed hereunto in the presence.

Res. Address :

Director who have been duly authorized for the purpose by a resolution of the Company passed by the Board of Directors at the meeting held on                      and who have signed in presence of:

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| 1.                            | 2.                            |
| (Name, Designation & Address) | (Name, Designation & Address) |

Signed for and of behalf of the President of India  
Mr. ...., Director in the presence of:

- |                               |                               |
|-------------------------------|-------------------------------|
| 1.                            | 2.                            |
| (Name, Designation & Address) | (Name, Designation & Address) |

Area for STP unit Seal	Sign. Of Director of STP unit	Sign. STPI Gurugram Director