

Annexure IV

Legal Agreement for Software Technology Park Units under STP Scheme

An agreement made this _____ day of _____ 2006 between M/s. _____ (indicate legal status i.e. a company or firm) an Export Oriented Unit / a unit under Software Technology Park Scheme having its registered office at _____ and operation located at _____ (hereinafter referred to as "the unit" which expression shall include its successors and assigns) of the one part and the President of India acting through The Director, Software Technology Parks of India - Bangalore (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. _____ dated _____ to the Unit the terms and conditions for setting up the STP unit for manufacture/service of _____ 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 materials, components, spares and consumables free of Import / Central excise duty as per details given at Annexure I.

And whereas a license has been granted to the unit by the Government, subject to the achievement of positive NFE as provided for in STP Scheme.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Unit shall achieve positive 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 – Bangalore having jurisdiction over its 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 counting NFE under the STP Scheme, exports to Nepal or Bhutan shall qualify, if payment is made in Foreign Exchange.
3. The unit shall intimate the date of commencement of the production for export within one month of such date to The Director, Software Technology Parks of India – Bangalore.
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 - Bangalore in the prescribed format.

6. The Unit shall after the commencement of production/operation, submit to The Director, Software Technology Parks of India - Bangalore, 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 through email 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 – Bangalore may withdraw the permission granted to the unit for operation.

7. In the event of the Unit failing to fulfill the terms & conditions of Letter of Permission (LOP) / Letter of Intent (LOI) 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 given at Appendix-14-IG of the STP Scheme, the unit would be liable for penal action under the provisions of Foreign Trade (Development & Regulation) Act, 1992 and the Rules & Orders made there under.

8. 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 there under and/or from any payment due to the Unit from the Government.

9. 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.

10. The unit shall be bound by the changes made in the provisions of STP Scheme from time to time.

11. The unit shall have an operational Website and a permanent e-mail address.

12. Any changes in the telephone No., Email address, Web-Site, Pass port No., Bank Address and operational address shall be duly intimated by the unit within a fortnight.

13. Any Stamp Duties payable on this document or any document executed there under shall be borne by the Unit.

14. The Unit shall submit Softex form & export invoice in a format and procedure

prescribed by STPI / RBI for Software Export Certification.

In witness thereof the common seal of _____ has been here into affixed and for and on behalf of _____ has set and subscribed his hands here into. Common seal of the within named Unit has been affixed here into in the presence.

Signature _____

Mr. _____

(Permanent Residential address)

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

1. _____ (Name, Designation and Address)
(Tel. No.
(E-mail Address & web-site)

2. _____ (Name, Designation and Address)
(Tel. No.
(E-mail Address & web-site)

Signed for an on behalf of the President of India

By Shri _____ in the presence of

1. _____ (Name, Designation and Address)

2. _____ (Name, designation and Address)

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 electrical, air-conditioning system and security systems.	
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 electrical, air-conditioning system and security systems.	
Total		
:-		

Annexure -V

SOFTWARE TECHNOLOGY PARKS OF INDIA
(An Autonomous Society Under Ministry of Communication and Information
Technology Govt. of India)
‘Cyber Park’, 76 & 77, 6th Floor,
KEONICS Electronics City,
Hosur Road,
BANGALORE - 560100.

Date

Form of Registration – Cum – Membership Certificate

PART – 1 (to be filled in by the applicant)

1. Name & Address of the applicant :
2. IEC Number :
3. PAN Number :
4. Address of the (I) Head Office :
- (ii) Registered Office :
- (iii) Branch (s) :
- (iv) Factory (s) (STP Operation
Location address) :
5. Year of Establishment :
6. Description of export product (s)
for which registration is sought :
7. Whether Registration is required as
Merchant Exporter or
Manufacturer Exporter :
8. Name of the Proprietor/Partners/
Directors / Managing Director :

I/We hereby declare that the above information is correct to the best of my/our knowledge and belief. I/We also undertake to abide by the conditions subject to which registration / membership is granted.

(Signature)

Name in Block Letters

Designation

Residential Address

Place :

Date :

Part II

(TO BE FILLED IN BY THE REGISTERING AUTHORITY)

This is to certify that M/s. (Name and Address of the Unit) is registered with us.

Other details as per our records are as under:

- (i) Description of goods for which registered :
- (ii) Registration Number :
- (iii) Manufacture exporter or Merchant Exporter :
- (iv) Name(s) of proprietor/partner(s)director(s) :
Karta(s)

This certificate is issued subject to the conditions laid down in the relevant scheme of registration of this council.

(Signature of competent officer)

Name :

Designation :

Seal

Valid/Renewed upto :

Date of Issue:

ANNEXURE - VII

APPLICATION FOR OBTAINING /RENEWAL GREEN CARD

- 1 Name of the STP unit :
- 2 Address of the STP unit :
- 3 STP Approval No. & Date :
- 4 Reference number, date and name of the licensing authority with whom a Legal Agreement as an STP unit has been executed and accepted. :

Declaration/undertaking

I/we hereby declare that the above statements/documents are true and correct to best of my/our knowledge and belief and nothing has been concealed.

I/we also certify that am/are authorized to verify and sign this statement on behalf of the applicant.

I/We fully understand that any information furnished in the above statement if proved incorrect are false will render me as liable for any penal other consequences as may be prescribed in law or otherwise warranted and also cancellation the Green Card.

Authorised Signature

Place :

Date :

BANK'S CERTIFICATE

(To be issued on the official letter head of the Bank)

Ref. No. :

Date

To

(Name and address of the licensing authority)

Sir/Madam,

**We certify that M/s. _____ are
maintaining an account**

(Saving Bank / Current Account No. _____) with us since.

**Signature of the
Bankers
Name
Designation**

Checklist for Document Submission (This page need not be printed)

The following documents are to be enclosed along with the above Legal Agreement, RCMC & CG Lists. (RCMC & CG Lists should be on plain paper, duly signed & sealed by the concerned authority.)

1. Acceptance Letter for Terms and Conditions (on the unit's letterhead).
2. IEC copy.
3. PAN copy.
4. Banker Letter addressed to 'The Director, STPI – Bangalore'.
5. Copy of Board Resolution authorizing the concerned person to sign the required legal documents (on the company's letterhead).
6. A letter (on the company's letterhead) containing:
 - a. Company's Website address and
 - b. Company's permanent e-mail address and
 - c. Digital Signature is must.The details should be certified by the Authorized signatory.
7. A Cheque/DD for Service Charges as applicable from time to time in favor of 'The Director STPI' or the Receipt for payment of Advance Service Charges.
8. List of Directors
9. Application for RCMC (Format available for download in the website-Annexure V)
10. Application for Green card (Format available for download in the website-Annexure VII)
11. Application for List Attestation (Format available for download in the website)
12. Customer Feedback form on Statutory Services (format attached below)

The above points are mandatory as per the new EXIM /FT policy. Your document shall not be considered in case the above details are not given along with the Legal Agreement.

Please Note: *The first page of the Legal Agreement should be executed on Rs. 100/- stamp paper obtained from the authorized Banks.
Please ensure that every page is signed & sealed & that the common embossed seal is affixed on the last page of the Legal Agreement.*



**SOFTWARE TECHNOLOGY PARKS OF INDIA
BANGALORE**

CUSTOMER FEEDBACK FORM ON STATUTORY SERVICE DELIVERY

Dear Member,

Software Technology Parks of India, society under MCIT, Government of India, has great pleasure in welcoming you to its club of esteemed members. We, in STPI-Bangalore, are trying to achieve maximum customer satisfaction by providing simplified, quality services to all our customers.

In our pursuit to sustain customer satisfaction and get better insight into customer needs, we have initiated a feedback on our statutory services. We therefore request you to give your valuable inputs on our service by filling up this form.

◆ NAME OF THE PERSON : -----
-

◆ DESIGNATION : -----
-

◆ NAME AND ADDRESS OF THE : -----
-
ORGANISATION -----

1) Please comment on the availability & accessibility of required (Set Up) information

- a) VERY GOOD
- b) GOOD
- c) AVERAGE
- d) NOT GOOD
- e) BAD

If your answer is c / d / e, your reasons and suggestions please:

2) Please comment on the process involved & promptness in enquiry handling

- a) VERY GOOD
- b) GOOD
- c) AVERAGE
- d) NOT GOOD
- e) BAD

If your answer is c / d / e, your reasons for the same:

3) Please comment on the clarity & sufficiency of paper work (Application form, etc.)

- a) VERY GOOD
- b) GOOD
- c) AVERAGE
- d) NOT GOOD
- e) BAD

If your answer is c / d / e, your reasons and suggestions please:

4) Please comment on the procedure involved in obtaining STP Approval

- a) VERY GOOD
- b) GOOD
- c) AVERAGE
- d) NOT GOOD
- e) BAD

If your answer is c / d / e, your comments and suggestions :

5) Please comment on the overall support offered by STPI personnd for the registration process

- a) VERY GOOD
- b) GOOD
- c) AVERAGE
- d) NOT GOOD
- e) BAD

If your answer is c / d / e, your comments and suggestions:

6) Any other general comments / suggestions / expectations

Date:

Signature

Please send the duly filled form to:

R. Nagaraja
Software Technology Parks of India,
76 & 77, 6th Floor, 'Cyber Park'
KEONICS, Electronics City
Hosur Road
Bangalore-560 100

For STPI-B Use Only

Feedback Reviewed By Name: _____
Group _____

Designation/

Action Taken

