

APPENDIX-6E

FORM OF LEGAL AGREEMENT FOR EOU/EHTP/STP/BTP

(Please see Paras 6.02 (a), 6.03 (a) and 6.11 (a) of HBP)

An agreement made this _____ day of _____ 201____ between M/s. _____ (indicate legal status i.e. a company or firm) an Export Oriented Unit / having its registered office at _____ and factory/service unit 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 Development Commissioner (DC) ofSEZ (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 EOU 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 EOU Scheme.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The unit shall achieve positive NFE as per Para 6.04 of FTP.
2. Such performance shall be subject to annual monitoring by the Development Commissioner (DC) 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 EOU 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 concerned Development Commissioner.
4. The unit shall not dispose of its production in the domestic market except in terms of the provisions of EOU Scheme and/or when specifically allowed by the competent authority.
5. The unit under implementation shall submit quarterly report to the concerned Development Commissioner in the prescribed format at **ANNEXURE-II**.
6. The Unit shall after the commencement of production/operation, submit to the concerned Development Commissioner, quarterly performance report in the prescribed format at **ANNEXURE-III** for the period ending March/June/September and December every year within 30 days of the close of quarter through e-mail 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 given at **ANNEXURE-IV** 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/Cost Accountant. In case of wrong submission of

such information or failure to submit such information within the stipulated time, DC 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 EOU 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-6F** of the EOU Scheme, the unit would be liable for penal action under the provisions of Foreign Trade (Development & Regulation)Act, 1992, as amended and the Rules & Orders made thereunder.

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 thereunder 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 EOU Scheme from time to time.

11. The unit shall have an operational Web-Site.

12. Any changes in the Board of Directors/Partners, telephone No., E-mail address, Web-Site, Pass port No., Bank Address and Factory address shall be duly intimated by the unit within a fortnight.

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

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 of (i) Shri _____
(Residential address)

Director and (ii) Shri _____ Director 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 and 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

EXEMPTION MATERIALS

1. Plant, Machinery and Equipment to be imported.

No.	Description of goods

2. Raw Materials, Components and Consumables to be imported.

No.	Description of material

3. Plant, Machinery and Equipment and Raw Material, Components and Consumables to be indigenously produced and purchased without payment of Central Excise Duties.

No.	Description of material

