

Incubation facilities in STPI Agartala

Type of Incubation facility:

- a) Plug-&-Play incubation seat
- b) Raw Incubation space.

Facilities provided:

- a) Plug-&-Play incubation seat include Bandwidth, Electricity (including DG backup), Desktop with furniture (seat wise), UPS backup, Air Conditioning facility etc. It is a ready to use facility and incubatee can start their work immediately.
- b) State of the art raw incubation space to the unit.

Tariff of Incubation facility:

- a) Tariff for Plug-&-Play incubation seat is Rs. 3000.00/seat/month.
- b) Tariff for raw incubation space is Rs. 10.00 / sq. ft. per month. Electricity and other facilities are charged as per actual consumption.

Procedure for allotment of Incubation Facilities in STPI

- Intending incubatee has to apply to the In-Charge of STPI center along with their documents (Annexure-I enclosed herewith).
- Received proposal is checked for completeness by the respective STPI center.
- The examined proposal is placed before the advisory board.
- The advisory board examines the proposal based on various parameters having weightage as below.
- The incubation allotment is done on the basis of first come first serve, once it is approved.

Sl. No.	Description	Marks		Remark
1	Type of Company	Start-up	10	Age of Company
		Less than 3 years old	5	
		More than 3 years old	2	
2	Location(s)	Single	10	In how many locations the company is present.
		> 3 but < 5	5	
		> 5	2	
3	Product or service to be developed	R&D	10	Type of Activity
		Product	5	
		Service	2	
4	Employment generation	> 25	10	Social contribution
		> 15 but < 25	5	
		< 15	2	

- Allotment letter and draft agreement (Annexure-II enclosed herewith) for the space/seats is issued.
- The applicant has to sign the agreement and deposit an advance equivalent to 3 month's rent prior to occupation of the space/ seats.

ANNEXURE-I

Check List of documents

- a) Introduction about the Company (indicating all locations)
- b) Background of Promoter.
- c) Development Area/ Area of Expertise and proposed manpower strength.
- d) Memorandum and Articles of Association (only in case of Ltd./Pvt. Ltd. Company)
- e) Registration under Shops and Establishment Act or Municipality Trade License stating item of business / trade as "Computer Software & ITES"
- f) List of Board of Directors/ Prop./Partners along-with their i) Residential address(s), ii) Telephone nos., iii) Passport size photographs, iv) PAN/Passport Details of Directors vi) Brief Bio-Data of the Director's/Partner's/Promoter's.
- g) Copy of PAN No. of the Unit
- h) Web site address of the company, permanent email Id and details of digital signatures.

ANNEXURE-II

Draft Agreement

THIS AGREEMENT made on this _____, **2016** at Guwahati between **M/s. SOFTWARE TECHNOLOGY PARKS OF INDIA (STPI)**, an autonomous society registered under the societies Registration Act, 1860, having its Head office at the premises of 9th Floor, NDCCII, Building, Jai Singh Road (Opposite Jantar Mantar), New Delhi-110001, hereinafter referred to as the "**LICENSOR**", which expression unless repugnant to the context & meaning there of shall mean and include its successor in title of ONE PART

AND

_____ (**Name of the applicant**), having its registered office at _____ hereinafter referred to as the "**LICENSEE**", which expression unless repugnant to the context and meaning there of shall mean and include its successors in title, of the **OTHER PART** for hiring Incubation space and Plug-&-Play seats for the period of eleven months **w.e.f.** _____.

WHEREAS the Licensor has formed to establish and manage the infrastructure resources such as Communication facilities, space and amenities etc. and to provide to the users and to undertake software development for export purpose.

AND WHEREAS the Licensor has setup Incubation facility in its premises at **STPI**, _____ (**address of STPI premises**) for promotion of Software Development/IT/IT Enabled Services through data communication link and/ or physical media.

AND WHEREAS the Licensor is temporarily offering/ providing the space and Plug-&-Play seats mentioned hereunder to the Licensee along with common user facilities and other services on license basis in the above mentioned premises as Incubation Centre to provide Incubation infrastructure to the Licensee enabling it to commence operations without delay till the Licensee sets up the project at some other location.

AND WHEREAS the Licensee has requested for being allotted/permitted temporarily the use of the above said facilities provided by the Licensor for the sole purpose of development of software and/or IT/IT Enabled Services on terms conditions agree upon.

AND WHEREAS the Licensee may get necessary registration/permission as a STP Unit separately to avail the benefits of STP Scheme under Government of India or as a Non-STP Unit for export certification.

AND WHEREAS the Licensor has agreed to temporarily allot the space and Plug-&-Play seats mentioned in the Schedule-I as specified below and to provide other services to the Licensee on terms and conditions mutually agreed to and here in recorded, for a period not exceeding eleven months only from the date of signing of this agreement on the basis of leave and license only (which will be stand ipso facto revoked on the expiry of the said term).

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO IS AS FOLLOWS:

That the Licensor here by grants to the Licensee for the use of premises and facilities/services provided by the licensor as specified here under:

- a) Use of premises as described in Schedule-I (Layout, material handing over and purpose as declared by the Incubator).
 - b) The use of services of common security and building maintenance arrangements and the use of common space such as entrance, lobbies passage as may from time to time be fixed/ determined by the licensor.
 - c) Optional Access to additional data transmission link provided or to be provided by the Licensor which shall be under the complete control and supervision of the Licensor and be regulated by the same to such terms and conditions as the Licensor may determine.
 - d) The use of electric energy from the stand by the Licensee on chargeable basis.
 - e) This writing shall never be construed as any tenancy agreement or lease or otherwise creating any other right or interest in the scheduled property in favour of licensee, which is not at all the intention of the parties, but on the contrary merely a temporary agreement or arrangement simply to allow the licensee to use and occupy operation of the Schedule-I premises as directed by the licensor, under the control and supervision of the licensor.
1. That the Licensee shall pay the Licensor, the License fee of **Rs. _____** per month [calculated @ **Rs. 10/-** per Sq. feet per month (_____ sq. ft. raw space) and @ **Rs. 3000/-** per seat per month (___ nos. of Plug-&-Play seats)] and towards space/seat rent in advance for the premises with Covered Area as per Schedule-I.
 2. That in addition to License Fee,
 - a) For Raw Space, the licensor shall fix all charges to be paid by Licensee, which shall include all charges under separate heads i.e. service charges (including maintenance, security, lifts, common services etc.), water charges, energy charges, DG back up

charges, Air Conditioning charges, UPS backup charges, charges for use of telephone and/or other similar services as indicated in the Schedule-I.

- b) For Plug-&-Play Seats , The License Fee shall include all charges i.e. service charges (including maintenance, security, lifts, common services etc.), water charges, energy charges, DG back up charges, Air Conditioning charges, UPS backup charges, charges for other similar services as indicated in the Schedule-I.

The Licensor reserves the right to revise the license fee and other charges with one month (30 days) prior written notice to the Licensee. Any payments made by the Licensee in terms of this agreement shall be made subject to taxes, if any.

3. The Licensor shall bear and pay all taxes such as property tax, water tax, sewer tax, development charges and other charges related to the services being provided by the Licensor.
4. The Licensee shall deposit at the time entering into this agreement with the Licensor a sum of **Rs.** _____ (Rs. _____ for _____ nos. of seats and Rs. _____ for _____ sq. ft. of raw space) as an interest free security deposit and as security for payment of license fee equivalent to three (3) months rent and service charges that may fall due from time to time and also security for the safety of furniture, fixture and equipment provided by the Licensor. The interest free security deposit shall be refunded to the Licensee in one lump-sum at the expiration or sooner determination of this agreement and against the Licensee simultaneously handing over vacant possession of the premises to the Licensor. In case of any damage to the property of the Licensor by the Licensee or in case charges being demanded from the Licensor by any authority (which have to be borne by the Licensee in terms of agreement), the Licensor shall be entitled to deduct the same from the security deposit to extent the amount which has been borne by the Licensor.
5. The charges under sub Clause-I of this agreement shall be payable by the Licensee in advance monthly i.e. by 7th of every month. In case, there is delay in payments by Licensee, then Licensee shall pay an interest on rent @ 1% per month or part thereof. The Licensor shall have the right to modify the charges with 30th days of prior written notice to the Licensee; the same is subjected to the Licensee opting for these facilities.
6. The Period of license for which the Licensee may enter into an agreement of License is eleven months from the date of agreement. On the expiry of the license period, the Licensee will handover peaceful and vacant possession of the premises to the Licensor.

Provided that if the Licensee so desires, he may apply/request for the continuation/extension of the licensed premises beyond aforesaid period by

making an application in this behalf in writing at least two months prior to the date of expiry of the Licensee period. The Director, STPI, Guwahati shall take a decision on the said application thereof. In case, it is decided to permit the Licensee to continue, fresh terms and conditions of License including the rate of rent will be decided by the Licensor.

The decision to extend the license along with the fresh terms and conditions will be communicated in writing to the Licensee. The Licensee shall convey his written consent for the fresh terms and conditions at least fifteen days prior to the date of expiry of the License.

Provided further that the Licensee does not make any request for extension of the License period or does not receive the acceptance of such request or fails to agree upon the fresh terms and conditions within the period stipulated above, the Licensee shall handover the peaceful possession of the licensed premises on the due date.

7. That in case Licensee continues to be in possession of the licensed premises beyond the Licensee period without extension thereof as above, he shall be required to pay the demurrage charges at least @ 150% of the license fee prevalent at the time of expiry of the license. The payment of the above demurrage charges, will however not absolve him of the consequences of his being in unauthorized possession or trespasser.
8. That the License hereby granted shall be for a period of 11 months and may be renewed from time to time in the manner specified in Clause-6. Further, during this period the license may be terminated by the Licensor without assigning any reason and by giving 30 days notice in writing. On renewal of lease period, the charges will be increased by 10% or the charges as decided by the Licensor.
9. That however in case of breach of any of the term(s) of this License Agreement by the Licensee or in case of any emergency, the Licensor reserves the right to terminate this License Agreement without assigning any reason and the Licensee will have to vacate the Premises in question within twenty four hours or oral notice of the Licensor.
10. That the Licensee shall not part with the possession of the licensed premises or handover the possession to any party under any circumstances, whatsoever.
11. The licensee shall use the premises described in Schedule-I only for the purpose of development of the Computer Software and IT enabled services and for no other purpose.
12. The Licensee shall keep the Licensor informed in the writing of all developments being undertaken by the Licensee in respect of its operation and shall provide the details as per the format prescribed by the Licensor from time to time.
13. The Licensee shall be permitted to bring into the Schedule-I premises, computer and other required communication equipments required for the said activities as mentioned

in Clause-II. The License shall further be permitted to being in all the necessary articles needed for running of a functional office such as furniture etc., however, the Licensee shall not be permitted to bring in any other articles, which is unrelated to the running of the operation for development of software and IT enabled services, in particular there shall be a complete embargo on the Licensee from bringing in combustible, hazardous and prohibited material into the premises.

14. The Licensee shall not be entitled to make any alteration in the schedule premises or any part thereof provided that if any change/alteration is necessary, the Licensor may permit in writing the said alteration and the cost for the same shall be completely borne by the Licensee. Provided further that on termination of the license, the Licensee shall not entitled to remove anything which has not been fixed or undo the alteration so made without prior consent in writing of the Licensor and the Licensee will be bound to repair all the damages, if any, that has been caused to the scheduled property.
15. The Licensor shall not be responsible for any breakdown or damage caused to the Licensee equipment. Further, the Licensor shall also not be responsible for any injury to the Licensee or its personnel working in the premises due to electricity fault or any other reason.
16. The Licensor shall not be responsible for any loss arising to the Licensee on account of operation carried out by him or on account of any failure on his part to comply with any rules and regulations and procedures prescribed in respect of the said activities as mentioned in Clause-11.
17. The Licensor shall not be responsible for any violation/default on the part of the Licensee to comply with the statutory obligations under the law which have to be adhered to by the Licensee and the Licensee here by the fully indemnify the Licensor against any liabilities which may arise on account of any such default by or violation on part of Licensee.
18. All power exercisable by the Licensor under this agreement shall be exercised by the Director of the Licensor or any officer of the Licensor authorized by the Director in this behalf.
19. The Licensee would nominate an authorized person to interact with the Licensor and he alone will deal with the Licensor in all matter relating to this agreement as well as the use of the facilities etc. available with the Licensor.
20. The Licensor shall have complete authority to carry out inspection of the said Premises at reasonable hours, after giving 24 hours notice of the same to the Licensee and that the Licensor shall permit entry of the representatives of Licensor into the schedule premises for the purpose of carrying out such inspection. However, in case of any operational exigency, the Licensor may access the scheduled premises without any notice.

21. That the Licensee shall not do or suffer to be done anything whatsoever upon the premises furniture, fixture and equipments or other parts of the said premises in common with other persons which may be or become a nuisance or annoyance to or in any interfere with the quiet or comfort of the Licensee or other Licensee and occupiers of the said premises.
22. The Licensee shall maintain in good state all equipments, system and other facilities provided by the Licensor. That the Licensee shall not obstruct or suffer to be obstructed the entrance hall, entrances, doorways, passages, staircase or lifts.
23. That on the Licensor observing and performing the covenants, conditions and stipulations herein contained and on his part to be observed and performed, shall peaceably and quietly hold, possess and enjoy the premises during the term without interruption, disturbance, claim and demand by the Licensor or any person lawfully claiming for the Licensor.
24. That Licensee and any person employed by him shall maintain a decorous environment at all time. Misbehavior or unruly action of any person shall not be entertained. Any person found to be under the influence of liquor or any toxic substance shall not be allowed into the premises. The Licensor would have complete authority to obstruct person from entering into the premises or if such person is already in the premises, the Licensor would have complete authority to have such person removed from the premises.
25. That in case of the breach of the terms of the License Agreement by the Licensee, the Licensor shall have the right to re-enter the premises described in Schedule-I with right to have lien on the equipment, furniture etc. till clearance of all dues of the Licensor. After the settlement of all dues, the equipments, furniture etc. would be released to the Licensee and the same should be cleared from the scheduled premises within three working days failing which demurrage charges would be applicable as per the Clause-8.
26. After completion of minimum residency period (if any), it shall be open to the Licensee to terminate this agreement after giving one month (30 days) notice subject to the completion of the following formalities/meeting of the following conditions:
 - (a) The Licensee shall pay such charges due to the Licensor in the respect of service charges and License fee that may be due from it at least one month before giving notice of termination.
 - (b) The Licensee shall hand over peaceful possession, further the Licensee shall on its own cost remove all equipment/furniture bought into the scheduled premises by it.
27. That to fix responsibilities and liabilities in connection with CYBER CRIMES, the Licensee will be bound to accept in writing the terms and conditions of STPI, INTERNET

ACCESS SERVICES SUBSCRIPTION as annexed with this License Agreement as Annexure-I.

28. That in case of any dispute arising in the connection with the breach of any terms of this agreement or termination thereof, shall be referred to arbitration by a sole arbitrator to be appointed by the DG, STPI and the proceedings shall be governed under the Arbitration and Conciliation Act. 1996. The place of seat or arbitration shall be Guwahati.

29. This agreement shall not be used for any other purpose without the written permission of the Licensor.

30. IN WITNESS WHEREOF the parties have signed this agreement on this _____, **2016.**

WITNESS-1

FOR, _____(Licensee)

(Authorized Signatory)

WITNESS-2

FOR, Software Technology Parks of India (LICENSOR)

(Authorized Signatory)

SCHEDULE-I

Ref. No.: _____

Date: ___/___/2016

S. No	Particulars	Allotted Details
1.	Name of the Incubation Unit	
2.	Registered Address of the Incubation Unit	
3.	Purpose of Incubation service	
4.	Room / Cabin / Hall Number	
5.	Area (Sq. feet) / Seats	
6.	Electrical Fittings:	---
7.	Lamps (CFL, Bulb, Tube Lights etc.)	---
7.a)	Fans (Wall, Ceiling etc.)	---
7.b)	Air Conditioners	---
7.c)	Furniture:	---
8.	Tables	---
8.a)	Chairs	---
8.b)	Allotted UPS Load (KVA)	
9.	Allotted Power/DG Load (KVA)	

Applicable Tariff:

S. No	Particulars	Rate
1.	Rent per sq. feet / seat per month	Rs. 10/- (per sq. feet) and Rs. 3000/- (per seat)
2.	Electrical Charges (Applicable for Raw Space only):	As per actual
2.a)	Raw Power with DG Back up per KVA per month	--
2.b)	UPS Back up per KVA per month	--
3.	Energy Charges per unit (Kwhr) (Applicable for Raw Space only):	As per actual
4.	Air Conditioning charges (Applicable for Raw Space only):	As per actual

ANNEXURE-I

BROAD TERMS AND CONDITIONS OF STPI INTERNET ACCESS SERVICE SUBSCRIPTION

1. STPI shall be free to update Internet access progressive to bring in new features with time. STPI may not be in a position to intimate Customer immediately, however it will endeavor to make it known to subscribers through advertisements.
2. The subscriber of STPI Internet Access Services is not allowed to resale the Internet Services.
3. Voice on IP is not permitted as per DOT regulations.
4. The Subscriber is required to fully comply with the provisions of the Indian Telegraph Act, 1885, and the Indian Telegraph Rules made there under and any amendments or replacements made there to from time to time.
5. The subscriber is required to ensure that objectionable or obscene messages or communications, which are in consistent with the established laws of the country are not made by him or any other person using his password.
6. Customer assumes total responsibility and risk for use of the STPI Internet Access Services, Neither STPI nor its affiliates make any express or implied warranties, representations or endorsements whatsoever (Including without limitation warranties of title or non infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise information or service provided through the internet, any they shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely customer's responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise, provided through the services or in the Internet generally.
7. Customer understands further that the internet contains unedited materials some of which are sexually explicit or may be offensive to some people. Customers access such materials at their own risk. STPI has no control over and accepts no responsibility whatsoever for such materials.
8. The subscriber is required to deist from putting unsolicited messaging on server hosted at STPI premises. The subscriber is required to ensure that objectionable or obscene massages or communications, which are inconsistent with the established laws of the country, are not made by him or any other person on the Web Server or web space of the subscriber.
9. The service is provided on an 'AS IS and AVAILABLE' basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-Infringement or implied warranties of merchantability of fitness for particular purpose. No advice or information given by STPI, its affiliates or their respective

employees shall create a warranty. Neither STPI nor its affiliates warrants that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free of viruses, worms, Trojan horses or other harmful components.

10. Under no circumstances shall STPI, its affiliates or its contractors be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from customers use of or inability to use the service or to access the Internet or any part thereof, or customers reliance on or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.
11. Force Majuro - if any time, during the continuance of STPI Internet Access Services, the performance in whole or part, of any obligation under it shall be prevented or delayed by reason of war, hostility, acts of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, strikes, look-out or act of GOD etc, the subscriber shall not have any claim for damages, against STPI in respect of such non-performance or delay in performance of STPI Internet Access Services.
12. Arbitration of Disputes — In the event of any question, dispute or difference arising out of provisions of STPI Internet Access Services, the matter shall be referred to the arbitration under ICADR Arbitration Rules. 1996/Consumer Court.