(To be provided on the letter head of the Government Entity)

To, Director General of Income Tax (Systems) E-2, ARA center Jhandewalan Extension New Delhi-110055						
Dear Sir / Madam,						
Subject: <u>Application for State Government/Central Government/Approved Undertaking entity Integration with e-Filing Portal</u>						
We would like to register for certain service(s) provided by the Income Tax Department for verification of credentials while performing below function/functions of our department/organization.						
Select checkboxes against type of services required: ☐ PAN Verification webservice						
☐ TAN Verification webservice						
☐ Bulk PAN/TAN verification service (Post login on e-filing portal)						
We confirm that we have read, understand, and shall abide by the terms and conditions, annexed herewith, governing usage of the verification services. The particulars of the person who would be the Principal Contact to access the e-Filing portal on behalf our department/organization are as under:						
Name	PAN	Designation	Mobile Number	Email		
{In case of any change in the Contact details of the Principal Contact, Organization/Department need to update details on e-filing portal within 15 days}						
Signature of authorized signatory of the organization/department: Name and Designation with Seal:						

TERMS AND CONDITIONS

1.	The	_ <department name="" organization="">,</department>		
	hereinafter referred to as "entity", shall register with	e-Filing portal of the Income Tax		
	Department as an External Agency and carry out requisi	te integration activity with the e-Filing		
	portal as per the instructions and guidelines of the Income Tax Department in order to			
	verification services.			

- 2. The entity will ensure the highest level of security standards and confidentiality while utilizing facilities and/or utilities provided by the Income Tax Department in relation to verification services and/or activities incidental, ancillary or supplementary thereto.
- 3. The entity shall ensure that verification services availed by it are used for a lawful, specific and legitimate purpose, and that the entity is authorized to avail such verification services. Any misuse or unauthorized use of services beyond the permitted scope of utilizing the services for verification or validation of services is strictly prohibited and shall render the organization liable for appropriate action and/or penalties under applicable law at the behest of the Income Tax Department or otherwise. The bank is prohibited from commercializing, offering for sale or selling, or otherwise utilizing the services for profit or gains.
- 4. The entity shall not store, retrieve, or process any data, records or logs or create or market database(s) of any kind whatsoever in relation to requests made to and responses received from e-Filing Portal and/or any facilities/utilities provided by the Income Tax Department in relation to verification service.
- 5. The e-Filing portal may retain a record of all the details and data forwarded by or to the entity for a period decided by Income Tax Department.
- 6. Income Tax Department reserves the right to withdraw this facility at any time without assigning any reason thereto.
- 7. The entity agrees to defend, indemnify, and hold harmless the Income Tax Department, its officers, representatives, and agents from and against any and all claims, actions, demands, legal proceedings, liabilities, damages, losses, judgments, authorized settlements, costs or expenses, including without limitation reasonable attorneys' fees, arising out of, or in connection with, any alleged or actual breach of security standards and/or confidentiality, negligence, willful misconduct, fraud, misrepresentation, and/or violation by the entity of any applicable laws, rules, ordinances, regulations or terms and conditions stated herein in relation to use of verification services by the entity.
- 8. In case of any dispute or any difference between the entity and the Income Tax Department arising out of or in relation to these terms and conditions, including dispute or difference as to the validity of the same or interpretation of any clause specified in this document, the same shall be resolved by mutual discussion. If the parties fail to settle the dispute or difference mutually within a period of 120 days, then the same shall be resolved in accordance with and

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subject to the provisions of the Arbitration and Conciliation Act, 1996, or any modifications or amendments thereto, by a sole arbitrator appointed by the parties based on mutual consent. The arbitration proceedings shall be held in New Delhi, India in English language, and any such arbitral award shall be binding upon the parties.

9. All legal disputes, arising out of, or in connection to, the terms and conditions herein shall be subject to the exclusive jurisdiction of the courts at New Delhi, India.

Signature of authorized signatory of the organization/department:

Name and Designation with Seal.