

# AGREEMENT

**THIS AGREEMENT** is being executed on the day ..... (date) of ..... (month) ..... (year)

## **BETWEEN**

**ERACOM TECHNOLOGIES PRIVATE LIMITED (PAN-AAFCE6720M)** bearing CIN U72900HR2019PTC083046/15-10-2019 having registered office at House Number 140/17, Guru Nanak Colony, Pehowa, Kurukshetra, Haryana, India, 136128 & work office at SCF No. 7, 1st Floor, Hollywood Plaza, VIP Road, Zirakpur, Mohali, Punjab, India 140603 through its Director Shri Sukhbir Singh (DIN-08586909) is herein referred to as **Developer**

## **AND**

M/S. ....(Company/LLP/Firm/Sole proprietorship etc. bearing CIN/Reg.....and GST Number..... having registered office ..... and work place at..... Through its.....(Director/ Partner/ Proprietor etc.) ..... (name & DIN, if applicable) is herein referred to as **Client**

This agreement is for designing and development of Software/Website/Apps which is herein referred to as **Service**

**Now therefore**, in consideration of the mutual promises and covenants set forth herein and intending to be legally bound, the parties (Developer and Client) hereto agree as follows :-

### 1) **DEFINING & ACCEPTANCE OF ENGAGEMENT**

- a) Developer is engaged in business of computer application and possesses technical skill/expertise in designing, developing, and testing software, website, apps and related materials, technologies used in web and mobile applications.
- b) Client wishes to utilize the service of Developer in connection with the development of **https://** ..... (Software/Website/Apps)
- c) Client shall define the specification, requirement that shall be laid out in **“Software/Website/Apps development Requirement Form”** further known as **“ETPL FORM”** after mutually discussion & analysis by both parties.

Client Signature: .....

- d) Client shall also define in **“ETPL FORM”** whether the APPs shall be developed for I-Phone/Apple Mobile or Android or Hybrid Mobile.
- e) Developer accepts the engagement to design, develop software/website/Apps for client in accordance with his specifications, directions and requirements.

2) **DEVELOPER’S RESPONSIBILITIES**

- a) Developer shall design, develop software/website/Apps as per specification, directions and requirements of the client as described in **“ETPL FORM”**.
- b) Developer shall after analyzing all the requirements, specifications, directions and guidelines of the client as per **“ETPL FORM”** shall assign **expected delivery time** to client to deliver and put the desired software/Website/Apps in operation after designing and development of software as per **“ETPL FORM”** duly signed by both parties.
- c) The expected delivery time as per clause 2(b) shall be **20 days**.
- d) Developer shall engage his own personnel for the designing and development of software/website/Apps.
- e) Developer shall perform the work as per details specified in **“ETPL FORM”**.

**“ETPL FORM”** shall be considered the edifice/scope of the work of the arrangement between both parties on the basis of which entire work shall be performed.

3) **CLIENT’S RESPONSIBILITIES**

- a) Client shall provide full assistance and co-operation during the designing and development of software/Apps/Website.
- b) Client shall provide his authorized persons in writing for testing the software as and when require and asked by developer for such testing.
- c) Client shall complete testing within reasonable time as decided by both parties and after completion of testing, if there is no any modification, alteration, change require, shall give his approval in writing that shall be considered there is no error in design & development of software/website/apps and this software/website/apps has been developed in accordance with the specifications, directions & requirements of the client.
- d) If client rejects the testing, he/she shall reject it in writing describing the errors on the basis of which it has been rejected and the developer shall make it error free and if rejection is out of the work scope, it shall be charged extra.

4) **SERVICE IN OPERATION**

- a) Client shall approve testing in writing.
- b) The software/Website/Apps shall be put into regular operation after “client acceptance test” has been successfully completed and approved in writing.

5) **CONFIDENTIALITY**

All information relating to client that is known to confidential or proprietary shall be held in confidence by developer and shall not be disclosed to anyone unless such disclosure is required for the performance of the work.

6) **DATA & INFORMATION SECURITY**

- a) Developer shall not alter, modify, change any content, design, text, graphic and all other related material, technology used in design and development of software without the written permission of client.
- b) Developer shall not disclose, share data, formulae and any other information of client with any person, agency, company, firm etc. unless require for the performance of the work.
- c) Developer shall not disclose, e-mail ID, Mobile Numbers, Telephone Numbers, Registration Number, Personal Aadhar Card Number or any other personal details as related to client, unless as required for the performance of the work.

7) **PROFESSIONAL/TECHNOLOGY FEE & SERVICE CHARGE**

- a) Client shall pay a lump sum amount of Rs.....(In figures)  
 .....(In words).  
 Advance.....(Before commencement of work)  
 1st Installment.....(After detailed Analysis of the scope of work along at the time of completing “Software/Website/Apps development Requirement)  
 2<sup>nd</sup> Installment.....(At the time of testing)  
 3<sup>rd</sup> Installment.....(At the time of facility put into regular operation)
- b) Client shall be charged extra if there is addition of the work as to “ETPL FORM” already signed by both parties.

8) **PAYMENT OPTION**

- a) Client may exercise any of the following option to pay fee through any mode RTGS/NEFT/ Account Payee Cheque/Account Payee Bank Draft.

i) Make RTGS on the following details

Particulars	Details
Beneficiary's Name	<b>ERACOM TECHNOLOGIES PRIVATE LIMITED</b>
Name of Bank	<b>HDFC BANK</b>
Branch	<b>HDFC MALIKPUR</b>
IFSC Code	<b>IFSC : HDFC0003234</b>
Amount in Rupees	
Amount in Words	

ii) "Issue Account Payee Cheque/Account Payee Bank Draft in favour of "  
**"ERACOM TECHNOLOGIES PRIVATE LIMITED"** drawn  
in **HDFC Bank** Payable at **PEHOWA**

9) **TERMINATION OF AGREEMENT**

If client terminate the agreement at any stage, due to any reason, whether within or beyond the control of client, FEE/Service Charge received by developer shall not be refunded to client or legal heir, guardian or any other person whether related or unrelated to client.

10) **SUPPORT & MAINTENANCE**

- a) Developer shall provide free support, maintenance for **10 Days** to client after the implementation of the software/website/apps in operation.
- b) Free remotely training for 15 Days.
- c) Developer shall charge extra fee/service charge for the maintenance of software/Apps/Website after the expiry of period of free support and maintenance 10(a).
- d) The Service charges/fee for modification, alteration, change in software/Apps/Website shall be based on the nature of the work.
- e) Any type of modification, alteration, change in software/Apps/Website shall be made after getting written permission from the client.

11) **ANNUAL MAINTENANCE COST CONTRACT (AMC)**

- a) The client may opt and Sign AMC Contract with the developer  
@.....(in figures).....(in words).
- b) If the client opt AMC with developer the client shall not require to pay any extra cost for modification, alteration, change in software/Apps/Website as defined in clause

Client Signature: .....

10(b) during and extended period of AMC . AMC contract shall define the services offered to client during a period of one year.

12) **COMPENSATION**

Compensation-Developer shall not be liable to compensate for non delivery of website/Apps/Software in time due to any following reason:-

- a) Extension of work beyond scope of work by client as mentioned in “ETPL Form”
- b) Testing is not conducted by client within time given by developer.
- c) Delay in or non cooperation or assistance by client during any stage of the designing and development of software/Apps/Website
- d) Delay in due to force Maejure as defined in clause 13 as below
- e) Delay in due to any reason beyond the control of developer

13) **FORCE MAEJURE**

Neither party shall be liable for any failure or delay in fulfilling the terms of this Agreement due to fire, strike, war, civil unrest, terrorist action, government regulations, act of Nature or other causes which are unavoidable and beyond the reasonable control of the party claiming force majeure. This provision shall not be construed as relieving either party from its obligation to pay any sum due to the other party.

14) **TAXATION**

- a) As per the mandate provisions of relevant Act, the client PAN require if the amount exceeds 2.00 Lakh (Two Lakh Only)
- b) Client shall be liable to pay GST and other taxes as applicable under GST Act or under any other Act for the time being in force.
- c) Client shall make payment to Developer after deduction of TDS as per the provisions of the Income Tax Act, 1961 and shall issue “Form 16A” to Developer in time on quarterly basis.
- d) If Client after deducting TDS either does not issue Form 16A to developer, he shall pay amount equal to TDS to client as deducted by client but not deposited.

15) **JURISDICTION**

All disputes arise between the parties are subject to PEHOWA Jurisdiction only

16) **CRIMINAL LIABILITY**

Developer shall design and develop software/website/Apps only for legal purpose.

Client shall use the software/website/Apps only for Lawful purpose and if it is used for any purpose which is considered illegal under Information Technology Act, IPC or under any other law/ACT for the time being in force, whether in or outside India developer shall not be held liable for any such type of act done by client.

17) **GENERAL**

a) We being both parties (Developer and Client) are literate and well known and familiar to English Language. We are able and can read, write and understand English Language.

We both being the parties of the agreement after reading and understanding all above 16 main clauses and its sub clauses are signing this agreement without any type of pressure.

b) We being both parties are located at far distance and this agreement is being signed and scanned after receiving the copies of the agreement in registered e-mail as given in "ETPL Form" for communication purpose.

c) Any communication made through registered "ETPL Form" shall be considered legal and valid whether within or beyond the knowledge of the parties.

d) Scanned documents duly signed by both parties and exchanged through registered email shall be treated as legal and valid and we being the parties of the agreement shall be fully bound to the entire main and sub clauses of the agreement.

**Witness**

**For Eracom Technologies Private Limited**

1. Name.....

Address.....

Director

Aadhar Card Number.....

(Sukhbir Singh-Developer)

Signature

Client Signature: .....

**Witness**

For M/s .....

2. Name .....  
Address .....  
Aadhar Card Number .....  
Signature

Director/Partner/Proprietor  
(.....)

3. Name .....  
Address .....  
Aadhar Card Number .....  
Signature

Director/Partner/Proprietor  
(.....)

Client Signature: .....