

# Agreement

This Agreement is between

**Bihar Startup Fund Trust**, Herein after referred to as the **FIRST PARTY**,

And,

------(Name of the Entity) whose registered office is at  
..... and the registration date is .....is  
Herein after referred to as the **SECOND PARTY**,

The **SECOND PARTY** agrees to the terms and conditions below :-

- 1) Selected Startups will be given certificate of recognized Startup under Bihar Startup Policy 2017.
- 2) Total amount of interest free loan herein after referred to as FUNDS will be given to the SECOND PARTY in 3 tranches wherein first tranche will be 25% of the total amount, second tranche will be 50% of the total amount and the third tranche will be 25 % of the total amount. The SECOND PARTY shall furnish the details of how the funds have been utilized before claiming the next installment.
- 3) The SECOND PARTY shall utilize the FUNDS for the purpose as mentioned in the BIHAR STARTUP POLICY 2017. The funds shall not be used for any purpose not defined in the STARTUP POLICY 2017.
- 4) In case it is found that the SECOND PARTY has not utilized the funds as per the guidelines of BIHAR STARTUP POLICY 2017 or have misutilised the FUNDS then the FUNDS shall be recovered with immediate effect from the SECOND PARTY.
- 5) The SECOND PARTY shall return the startup loan within 10 years from the date of the signing of this agreement.
- 6) In case the SECOND PARTY does not refund the amounts as mentioned in clauses 4 and 5 above the funds shall be recovered under the Public Demand Recovery Act prevalent at that time.
- 7) The SECOND PARTY shall submit a performance report to the incubator at the end of every year till the loan has been fully repaid. The Incubator shall submit the report to the FIRST PARTY on receipt of such reports from the SECOND PARTY. In case the incubator at any times finds that the FIRST PARTY has misutilised the FUNDS, the incubator shall immediately send a report to the FIRST PARTY in this regard.

- 8) Failure of the SECOND PARTY to submit report shall mean that the SECOND PARTY has violated the provisions of the BIHAR STARTUP POLICY 2017 and the funds shall be recovered with immediate effect.
- 9) The Principal Secretary shall be the arbitrator in matters of dispute between the FIRST PARTY and the SECOND PARTY.
- 10) All dispute if arises, will be taken care in the Patna High Court Jurisdiction only.

FIRST PARTY

SECOND PARTY

WITNESS

(INCUBATOR)