



COMMERCIAL TAXES AND
REGISTRATION (J1) DEPARTMENT,
SECRETARIAT, CHENNAI 600 009.

Letter (Ms) No.119 Dated 11.9.2018

From
Thiru Ka.Balachandran, I.A.S.,
Principal Secretary to Government

To
The Inspector General of Registration,
Chennai-28. (w.e.)

Sir,

Sub: Registration Department – Memorandum of Understanding (MoU)
between the Inspector General of Registration and State Bank of
India – Approval of MoU - Regarding.

Ref: Your D.O. letter No.10751/CS1/16 dated 12.6.2018

I am to refer to your D.O. letter cited wherein it has been stated that it has been proposed to appoint State Bank of India as an aggregator for the collection of Stamp Duty and Registration Fee through e-payment gateway of State Bank of India in order to collect more revenue through e-payment mode. It has been requested therein to permit the Inspector General of Registration to enter into Memorandum of Understanding(MoU) with State Bank of India(SBI) and also to approve the MoU to be entered.

2. I am to state that your above mentioned request has been accepted by the Government and the Inspector General of Registration is permitted to enter into an Memorandum of Understanding(MoU) with the State Bank of India(SBI) for appointing the said bank as an aggregator for the collection of Stamp Duty and Registration Fee through e-payment. The MoU to be entered with the SBI is enclosed herewith.

3. Action taken in this regard may be intimated to Government in due course.

Yours faithfully,


for Principal Secretary to Government.

Copy to
SF/SC

Draft Memorandum of Understanding between
REGISTRATION DEPARTMENT, GOVERNMENT OF TAMIL NADU
AND
STATE BANK OF INDIA

This Memorandum of Understanding is made on thisday ofby and between

The Governor of Tamil Nadu, (herein after referred to as "Government of Tamil Nadu") duly represented by and acting through the Inspector General of Registration, Registration Department, Government of Tamil Nadu and having its principal office at 100, Santhome High Road, Chennai - 28 which expression shall mean and include his successors-in-office and assigns of the first part, STATE BANK OF INDIA, a body corporate incorporated under the State Bank of India Act -1955 and having license to carry on the business of a commercial bank under the Banking Regulation Act, 1949 (Central Act 10 of 1949), having its Corporate office at Mumbai, represented by The Chief General Manager, Local Head Office, Chennai (hereinafter referred to as "SBI") which expression shall mean and include its successor and assigns more fully described herein below in this Memorandum of Understanding (herein referred to as MOU) of the second Part. Government of Tamil Nadu, duly represented by and acting through the Inspector General of Registration, Registration Department, Government of Tamil Nadu and State Bank of India are hereinafter individually referred to as "party" and collectively as "Parties"

WHEREAS

- (A) Registration Department, Government of Tamil Nadu is also undertaking collection of Duties, Fees, Charges and Revenues as per the relevant Acts. The Department implementing Comprehensive Web based Software (STAR) along with integrated e-payment system.
- (B) Registration Department, Government of Tamil Nadu is connected as much to the portal, <https://tnreginet.gov.in> which facilitates collection of Duties, Fees, Charges and Revenues etc.,

(C) State Bank of India (SBI), is engaged in the business of providing to its customers banking services. State Bank of India, also provides Online Banking services where its customers are provided facilities which includes online direct debit to its customer account through internet banking.

(D) State Bank of India, has proposed for providing e-Payment Gateway for Registration Department, Government of Tamil Nadu utilizing Comprehensive Web based Software (STAR), e-payment system, and e-challan e-payment system and for the future developments.

(E) Registration Department, Government of Tamil Nadu and State Bank of India are desirous of entering into an agreement whereby the users visiting Registration Department of Govt. of Tamil Nadu website will be provided a facility to make electronic payment of Duties, Fees, Charges and Revenues by debiting their individual bank accounts\ Debit Cards\Credit Cards. Bank will also facilitate the Department to make payment through POS.

(F) The parties hereto have agreed that their respective rights and obligations regarding their business relationship between them inter-se will be interpreted, acted upon and governed solely in accordance with the terms and conditions of this Agreement.

(G) The Parties wish to enter into this agreement to set out the general terms and conditions under which State Bank of India will provide electronic payments processing and settlement services and will make facility for offline collections by all branches.

(H) In consideration of the mutual covenants and agreements set forth in this agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:-

IT IS NOW, AGREED by and between the parties hereto as under: -

(1) Definition: - For the purposes of this MoU the terms defined herein below shall have the meaning herein specified unless the context otherwiserequires:-

- (a) **"USERS"** shall mean any Individuals / Agency / Entities, /Dealers making electronic payment of Duties/ Fees / Charges/ Revenues / Other Payment through the '**STAR**' online portal ofRegistration Department, of Government of Tamil Nadu.

- (b) **"Online Portal"** shall mean the section of the portal (website) of Registration Department, of Govt. of Tamil Nadu and the Bank which facilitates collection of revenue from Users through electronic payment of Duties / Fees / Charges / Revenues / Other Payment;
- (c) **"Pooling account"** means an intermediate account of the Bank in the name of Registration Department, in which amount remitted by the Users through e-payment are credited for subsequent transfer to Government Account.
- (d) **"Government Account"** means account of the Registration Department, Treasury of Government of Tamil Nadu for this agreement.
- (e) **"MOPS"** - State Bank of India, provides "Multi Option Payment Systems -(MOPS)", a web-page with ability to receive an e-Commerce transaction and route it to the appropriate channel of payment chosen by the payer. Apart from SBI's own Net Banking facility MOPS also provides options of payment through Internet Banking of Other Banks (integrated through an aggregator), Payment through Debit / Credit Card and Payment by Cash at SBI's Branches. Any other new mode of payment getting developed / introduced in the e-Payment option will be enabled to as an option subject to Merchant's /Department's approval / request like BHIM,POS(Point of Sales), m-POS, UPI etc.,.
- (f) **"POS"**- Point of Sale swiping machine to facilitate usage of both Debit and Credit Cards. The terminals, software, Integration, services, support, MIS will be provided through Bank approved TSP -Technical Service provider (Third party) identified for this initiative

(2) On or before the execution of this Agreement, SBI shall identify an account for the purposes of this Agreement as Pooling Account of the Registration Department, of Government of Tamil Nadu in addition to the existing Pooling Account maintained with Treasury Branch, Chennai (Code No.7281) of SBI by debiting dealer's/individual's account.

(3) Users will log into '**STAR**' Portal and will fill up the required information and then choose -Payment mode. Users will be provided with the facility to make payment for the amount through SBI's MOPS. The user should be competent to obtain e-receipt for the amount deposited by him/her.

(4) Registration Department, Government of Tamil Nadu will arrange to update the records of the Users on receipt of payment status from SBI in '**STAR**' portal and render the appropriate service to the users.

(5) SBI will ensure deposit of all offline receipts in Pooling account on the same day.

(6) The amount collected by SBI will give credit to Government Account on T+1 basis. T refer to 'Date of realization' both for Online and Offline mode of Transactions. SBI will be settling the funds with Reserve Bank of India, for credit of Government of Tamil Nadu through RBI's e-Kuber Portal or through Fund Settlement Link Office (FSLO) Chennai. *In case of delay in the remittance of money into the Government of Tamil Nadu Account with RBI, beyond T+1, the relevant delayed period interest as per the provisions of Reserve Bank of India will be attracted.*

(7) Once bank debits the User's account and credits the Receipt Account, the bank will not accept any request from the Users for cancellation and crediting back the amount to the User's account. Refund requests of user will be handled solely by Registration Department, Government of Tamil Nadu and SBI will not entertain any refund claim for the amount credited to pooling account.

(8) Bank shall generate the scrolls of the payment made by Users in the format prescribed by the Registration Department, of Government of Tamil Nadu daily and send a hard copy and the soft copy of the same to designated authority in Registration Department, of Government of Tamil Nadu and the designated Pay and Accounts Office or Treasury Office.

(9) Indemnity:

In the event of any claim or suit filed by any Users in any courts in India, the same shall be dealt by each party separately. However, both the parties agree that they shall assist each other in contesting the case if prima facie it is felt that the stand of the other party is correct.

(10) Fees / Charges:**(i) MOPS**

a. SBI shall not debit any amount by way of charges or service charges from the amount paid by the Users towards Duties / Fees / Charges / Revenues and other payments electronically.

b. System Integration fee : NIL

c. Transaction Charges (Payable by the Users)

i) Internet Banking of SBI	: NIL
ii) Other Bank Net Banking	: NIL
iii) Debit Card	
SBI	: NIL
Other Banks	: Rs.12 + Taxes(*)
iv) Offline collections:	: NIL

(*) will be borne by the user. It will not be deducted from Government money,

(ii) POS

a) Onetime Software Integration Cost: **

b) Monthly rent for POS terminals:**

c) On time installation charges:**

d) MDR \ Convenience Fee:**

** As POS Integration is done by Bank approved Technical Service provider - the above cost & Charges will be finalized after having technical feasibility and Man hour estimation.

(11) Chargeback claims on Card Transactions:

For all debit/credit card transactions Government shall abide by respective interchange (Master card/Visa card/Rupay/Amex, etc.) regulations including chargeback norms. Government shall be bound to represent chargebacks within 7 (seven) days after raising of the same by the Bank by providing valid documents as per interchange norms of Master Card/Visa Card/ Rupay/ Amex, etc. In case, Government fails to provide valid documents within the stipulated timelines, Bank shall be entitled to receive monies from Government or entitled to set off payments as under:

(a) Forthwith debit the amount from the aggregate amount's being held by it for payment to Government; and/or;

(b) Deduct the outstanding amount from subsequent credits due to Government and/or;

(c) If there are insufficient funds available for such recovery, claim from Government the amount paid to Government by Bank in respect of the relative payment; which, Government on receipt of the claim from Bank undertakes forthwith to pay to Bank, the amount of the refund to the extent to which such funds prove inadequate. The refund shall be paid within 30(thirty) days of receipt of claim/invoice from Bank

(12) Agency Commission:

Agency Commission payable by the Reserve Bank of India under the guidelines of RBI, issued from time to time, on collection of Government Receipts will be claimed by SBI and paid by RBI. There shall be no charges/financial commitment for the Registration Department, Government of Tamil Nadu for SBI's collection of Government Receipts.

(13) Confidentiality:

It is agreed that both parties shall keep all the information and facts which may come to their knowledge during the term of this agreement as confidential information to which both parties become a party pursuant to this agreement. Both parties agree that it shall not disclose such information to any third party directly or indirectly or use the same or permit the same to be used for any purpose whatsoever except for performing the obligations pursuant to this agreement. It is further agreed that this does not preclude both parties from disclosing this information to any statutory authorities, Government, Court or investigation agencies, etc., if due notice is served for disclosing such information. However, before disclosing such information either authority shall consult each other.

(14) Information/Data Security

(a) The parties will mutually work for implementing the mechanism for secured data transmission and will abide by the relevant security standards/ regulations / requirements / guidelines which would be applicable to the conduct of Electronic transactions contemplated under this Agreement, including without limitation.

(b) Regulatory provisions as may be applicable from time to time.

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- (c) Security measures and resultant hardware / software upgrades to comply with the Payment Mechanism and services provided by the Bank.
 - (d) Maintenance, protection, confidentiality and such other requirements with respect to transaction data as may be imposed by any regulatory or standards authority including pursuant to PCIDSS, as applicable, and any modifications to or replacements of such programs that may occur from time to time.
 - (e) The parties will take all precautions as may be feasible to ensure that there is no breach of security and integrity of the maintenance of link between Registration Department Portal and the SBI system always. Registration Department, of Government of Tamil Nadu will ensure, that Depositors upon accessing the link are truly and properly directed to the SBI login page. SBI will also ensure that it will only respond the request received from Registration Department, Government of Tamil Nadu.
 - (f) Both the parties may apply such technology as it deems fit to ensure the security and prevent unauthorized access to the respective website. Both the parties may upgrade their software, hardware and system at their cost from time to time to be compatible. SBI shall be at liberty to change, vary or upgrade its software, hardware, operating systems etc. from time to time. The Registration Department, Government of Tamil Nadu shall take appropriate measures at their cost to protect their systems from hackers, virus attacks etc. Such measures include installation of effective anti-virus scanners, firewalls etc. Any changes in SBI in the Integration process / message formats / agreed terms and conditions should be effected only with the concurrence of the Inspector General of Registration including change in remittance account.

(15) Nature of Activities:

The nature of activities preferred by each entity will be distinct and will be limited to what is stated in the agreement.

(16) Severability:

If any of the provisions of the agreement is found to be or becomes illegal, void or unenforceable under any applicable law, the other provisions shall continue in force, so that such illegal, void or unenforceable provisions shall be deemed to have been deleted from the agreement. Parties may, through agreement replace the provisions by similar provisions, which are enforceable in law and for achieving the same purpose.

(17) Arbitration:

Any dispute regarding the interpretation or performance of any term in the present MOU shall be resolved in the following manner:

- (a) Both the parties shall conduct negotiations in good faith and with the sole aim of resolving the dispute on good terms.
- (b) If an agreement cannot be reached within ten days after the commencement of such negotiations, both the parties shall be free to refer such dispute to Arbitration.
- (c) A sole Arbitrator will be mutually appointed to resolve such disputes, as cannot be resolved by agreement.
- (d) If no agreement is reached between the two parties, as to the appointment of an Arbitrator, either party can file an arbitration petition in the Arbitration Court under the Arbitration and Conciliation Act, 1996 (Central Act 26 of 1996)
- (e) Arbitration proceedings shall be conducted in Chennai and the language of the arbitration shall be English.

(18) Governing Law Jurisdiction:

The construction, validity, performance of this agreement shall be governed by the laws of India including the Information Technology Act, 2000 (Central Act 21 of 2000) and its regulations.

(19) Validation:

The provisions of this agreement shall be in force for a period of one year from the date of execution. If the same is not terminated, the same shall continue to be in force, for a further period of one year each time, not exceeding three years period after expiry of the said initial period of one year. Either party reserves the right to terminate the agreement by giving three months' notice in writing to other.

(20) Force Majeure

Neither party to this agreement shall be liable to the other for any losses or damage which may be suffered by other due directly to the extend and for the duration of any cause beyond the control of party unable to perform (force majeure) events such as but not limited to acts of God not confined to the premises of party claiming the force majeure, flood, drought, lightning or fire, earthquakes strike, lockouts beyond its control, labour disturbances not caused at the instance or limited to, the party claiming Force Majeure, acts of Government or other competent authority, war, terrorist activities, military operations, Riots, epidemics, civil commotions etc.

(21) Termination:

This agreement may be terminated on the happening of the following, namely:-

(a) Non-Performance:

If any party does not carry out its part of the responsibility under this agreement, the other party may choose to terminate the agreement, if the same is not rectified within thirty days from being intimated.

(b) Breach of Confidence:

In the event of breach of confidence of this agreement, including without limitation, either party's failure to disclose any information regarding changes made in the arrangement entered into or failure to do their respective part of the transaction, which breach is not cured or resolved within fifteen days, the aggrieved party may pursue its remedy at law or choose to terminate this agreement.

(c) Bankruptcy:

This agreement may be terminated by the party of the First Part if the other party is adjudicated Bankrupt, or if a receiver is appointed for the other party or a substantial portion of its assets, or if any assignment for the benefit of its creditors is made and such adjudication appointment or assignment is not set aside within thirty days.

(d) Release of funds not made on time:

If any party fails to make the payment as per the understanding with other party or to such person as per the direction, the agreement may be terminated by giving one-month notice.

(22) Effect of Termination:

Upon the expiration or termination of this agreement, all rights granted by one party to the other party in this agreement shall cease.

Neither party shall be liable or obliged to the other party for any deed happening after the date of termination and the Second party shall pay the first Party all amounts due and payable under this agreement immediately on termination and return all the documents, papers etc.

(23) Notices:

Any Notice issued will be deemed to have been properly sent to the other party, if the sending party sends the notice by post, courier (or) facsimile to the under noted address:

Bank's Branch Address

The Chief General Manager,
State Bank Of India,
Local Head Office 16 College Lane,
Chennai 600006

Registration Department Address

Office of the Inspector General of Registration,
100, Santhome High Road, Chennai - 600028.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seal on this ____ day of ____ in the presence of:

On behalf of the
STATE BANK OF INDIA

On behalf of
Government of Tamil Nadu

(Name of the Head)
Administrative unite.
Deputy General Manager
(B&O)
Zone II
Chennai

Name:
Registration Department
(acting for and on behalf and
by the order and direction of
the Governor of Tamil
Nadu)

Witnessed by:

(1) Signature Name:	(1) Signature Name:
(2) Signature Name:	(2) Signature Name:

Ka. Balachandran,
Principal Secretary to Government.

// True copy //

[Handwritten Signature]
Section Officer *Mr. [unclear]*