

## **Terms and Conditions for using online facility for PAN verification provided through UTITSL Website**

1. I hereby state that I am duly authorized person of the entity, which is desirous of availing the facility of PAN verification of Income-tax Department provided through UTITSL web site. I have read and understood the procedural guidelines and the details of the fee structure provided in the UTITSL website and the terms and conditions provided hereinafter which is in respect to the usage of online facility for PAN verification provided by UTITSL through its website and shall abide and strictly adhere with the procedural guidelines and the terms and conditions explicitly described below.
2. Terms and conditions for using online facility for PAN verification provided through UTITSL website
  - a. The Entity will be registered only after approval from the Income Tax Department (ITD). In case approval is not granted by ITD the registration fee deposited by the Entity shall be returned to the Entity.
  - b. The Entity shall use this facility exclusively to verify PAN details of the persons that is already available with the entity and agrees to maintain confidentiality of all data obtained by using this facility.
  - c. The Entity shall ensure only designated and authorized users of the Entity shall have access to the PAN verification facility.
  - d. The Entity shall not in any circumstance disclose/share the PAN related information provided by UTITSL with any other entity except with the express permission of ITD.
  - e. Entity shall be fully responsible for all activities undertaken on the website of UTITSL in the course of verification of PAN using the digital signature certificate obtained from a certifying authority recognized and has been registered with UTITSL.
  - f. Every individual belonging to the entity who is privy to the information received in the course of verification of PAN shall be bound to the same confidentiality clause and other terms and conditions listed in this document as that of the registered user of the entity.
  - g. The Entity shall provide to UTITSL, the MIS related to usage of this facility as required.

- h. The Entity shall intimate UTITSL at the earliest possible time in the event the digital signature certificate used for the purposes of availing the services of PAN verification has been revoked by certifying agency.
- i. UTITSL may keep a record of all queries undertaken by the Entity for a period decided by UTITSL.
- j. UTITSL may periodically make a requisition from the Entity to furnish documentary evidence in respect of PAN received by it from the PAN holder with respect to a certain number of PAN the details of which have been verified by the Entity using this facility. The Entity is obliged to provide to UTITSL such documentary evidence in respect of PANs specified by UTITSL.
- k. In case the Entity fails to provide satisfactory documentary proof, UTITSL may discontinue the service offered to the Entity availing PAN verification services and report the details to ITD for necessary action.
- l. Renewal of PAN verification services shall be subject to the satisfactory adherence of procedural guidelines and terms and condition specified herein with the renewal fee as applicable and subject to approval from ITD.
- m. The Entity shall not assign the PAN verification services provided by UTITSL to any third party.
- n. UTITSL or ITD is not responsible for the authenticity of the identity of the PAN holder.
- o. In the case of any dispute or any difference between the Entity and UTITSL arising out of or in relation to the above stated terms and conditions including dispute or difference as to the validity of the same or interpretation of any of the clauses specified above, the same shall be resolved by mutual discussion. If the parties fail to settle the dispute or difference mutually, then the same shall be resolved in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any modifications or amendments thereto, by a sole arbitrator appointed by UTITSL. The arbitration proceedings shall be held in Mumbai in the English language, and any such arbitration award shall be binding upon the parties.
- p. The courts in Mumbai alone shall have exclusive jurisdiction in relation to all claims, differences and disputes, arising out of or

in relation to the terms & conditions specified above with reference to any thing incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions, agreements and contracts have been entered into or not.

Signature:

Date:

Name of authorized signatory:

Designation of authorized signatory:

Name of Entity:

Address of Entity: -----  
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(of the authorized entity who is availing the services of online PAN verification offered by UTITSL)