

**AGREEMENT BETWEEN
THE GOVERNMENT OF JERSEY
AND THE GOVERNMENT OF THE REPUBLIC OF INDIA FOR
THE EXCHANGE OF INFORMATION AND
ASSISTANCE IN COLLECTION
WITH RESPECT TO TAXES**

Whereas the Government of Jersey and the Government of the Republic of India ('the Contracting Parties'), desire to facilitate the exchange of information and assistance in collection with respect to taxes;

Whereas it is acknowledged that the Government of Jersey has the right under the terms of its Entrustment from the United Kingdom of Great Britain and Northern Ireland to negotiate, conclude, perform and subject to the terms of this Agreement terminate a tax information exchange agreement with the Government of the Republic of India;

Now, therefore, the Contracting Parties have agreed to conclude the following agreement which contains obligations on the part of the Contracting Parties only :

**Article 1
Object and Scope of the Agreement**

The competent authorities of the Contracting Parties shall provide assistance through exchange of information that is foreseeably relevant to the administration and enforcement of the domestic laws of the Contracting Parties concerning taxes covered by this Agreement. Such information shall include information that is foreseeably relevant to the determination, assessment and collection of such taxes, the recovery and enforcement of tax claims, or the investigation or prosecution of tax matters. Information shall be exchanged in accordance with the provisions of this Agreement. The competent authorities shall also lend assistance to each other in the collection of tax claims. The rights and safeguards secured to persons by the laws or administrative practice of the requested remain applicable to the extent that they do not unduly prevent or delay effective exchange of information or assistance in collection.

**Article 2
Jurisdiction**

Information shall be exchanged in accordance with this Agreement without regard to whether the person to whom the information relates is, or whether the information is held by, a resident of a Contracting Party. However, a Requested Party is not obliged to provide information which is neither held by its authorities nor is in the possession of or control of or obtainable by persons who are within its territorial jurisdiction.

Article 3
Taxes Covered

1. The taxes which are the subject of this Agreement are:

a) in India, taxes of every kind and description imposed by the Central Government or the Governments of political subdivisions or local authorities, irrespective of the manner in which they are levied;

b) in Jersey, taxes of every kind and description imposed by the Government, irrespective of the manner in which they are levied.

2. This Agreement shall also apply to any identical or substantially similar taxes imposed after the date of signature of this Agreement in addition to, or in place of, the existing taxes. The competent authorities of the Contracting Parties shall notify each other of any substantial changes to the taxation and related information gathering measures and assistance in collection measures which may affect the obligations of that Party pursuant to this Agreement.

Article 4
Definitions

1. For the purposes of this Agreement, unless otherwise defined:

a) the term "India" means the territory of India and includes the territorial sea and airspace above it, as well as any other maritime zone in which India has sovereign rights, other rights and jurisdiction, according to the Indian law and in accordance with international law, including the U.N. Convention on the Law of the Sea;

b) the term "Jersey" means the Bailiwick of Jersey, including the territorial sea;

c) the term "Contracting Party" means India or Jersey as the context requires;

d) the term "competent authority" means

i) in the case of India, the Finance Minister, Government of India, or its authorized representative;

ii) in the case of Jersey, the Treasury and Resources Minister or his authorized representative;

e) the term "person" includes an individual, a company, a body of persons and any other entity which is treated as a taxable unit under the taxation laws in force in the respective Contracting Parties;

f) the term "company" means any body corporate or any entity that is treated as a body corporate for tax purposes;

g) the term “publicly traded company” means any company whose principal class of shares is listed on a recognised stock exchange provided its listed shares can be readily purchased or sold by the public. Shares can be purchased or sold “by the public” if the purchase or sale of shares is not implicitly or explicitly restricted to a limited group of investors;

h) the term “principal class of shares” means the class or classes of shares representing a majority of the voting power and value of the company;

i) the term “recognised stock exchange” means

- (i) in India, the National Stock Exchange, the Bombay Stock Exchange, and any other stock exchange recognised by the Securities and Exchange Board of India;
- (ii) in Jersey, the Channel Islands Stock Exchange; and
- (iii) any other stock exchange which the competent authorities agree to recognise for the purposes of this Agreement;

j) the term “collective investment fund or scheme” means any pooled investment vehicle, irrespective of legal form;

k) the term “public collective investment fund or scheme” means any collective investment fund or scheme provided the units, shares or other interests in the fund or scheme can be readily purchased, sold or redeemed by the public. Units, shares or other interests in the fund or scheme can be readily purchased, sold or redeemed “by the public” if the purchase, sale or redemption is not implicitly or explicitly restricted to a limited group of investors;

l) the term “tax” means any tax to which this Agreement applies;

m) the term “Requesting Party” means the Contracting Party-

- (i) submitting a request for information to, or
- (ii) having received information from, or
- (iii) submitting a request for assistance in collection of tax to,

the Requested Party.

n) the term “Requested Party” means the Contracting Party-

- (i) which is requested to provide information by, or
- (ii) which has provided information to, or
- (iii) which is requested to provide assistance in collection of tax by,

the Requesting Party.

o) the term “information gathering measures” means laws and administrative or judicial procedures that enable a Contracting Party to obtain and provide the requested information;

p) the term “assistance in collection measures” means laws and administrative or judicial procedures that enable a Contracting Party to collect and remit the requested tax claim;

q) the term “information” means any fact, statement, document or record in whatever form.

2. As regards the application of this Agreement at any time by a Contracting Party, any term not defined therein shall, unless the context otherwise requires or the competent authorities agree to a common meaning pursuant to the provisions of Article 12 of this Agreement, have the meaning that it has at that time under the law of that Party, any meaning under the applicable tax laws of that Party prevailing over a meaning given to the term under other laws of that Party.

Article 5

Exchange of Information Upon Request

1. The competent authority of the Requested Party shall provide upon request information for the purposes referred to in Article 1. Such information shall be exchanged without regard to whether the Requested Party needs such information for its own tax purposes or whether the conduct being investigated would constitute a crime under the laws of the Requested Party if such conduct occurred in the Requested Party.

2. If the information in the possession of the competent authority of the Requested Party is not sufficient to enable it to comply with the request for information, that Party shall use all relevant information gathering measures necessary to provide the Requesting Party with the information requested, notwithstanding that the Requested Party may not need such information for its own tax purposes.

3. If specifically requested by the competent authority of the Requesting Party, the competent authority of the Requested Party shall provide information under this Article, to the extent allowable under its domestic laws, in the form of depositions of witnesses and authenticated copies of original records.

4. Each Contracting Party shall ensure that its competent authority, for the purposes of this Agreement, has the authority to obtain and provide upon request:

a) information held by banks, other financial institutions, and any person, including nominees and trustees, acting in an agency or fiduciary capacity;

b) information regarding the legal and beneficial ownership of companies, partnerships, collective investment funds or schemes, trusts, foundations, “Anstalten” and other persons, including, within the constraints of Article 2, ownership information on all such persons in an ownership chain; in the case of collective investment funds or schemes, information on shares, units and other interests; in the case of trusts, information on settlors, trustees, protectors and beneficiaries; in the

case of foundations, information on founders, members of the foundation council and beneficiaries; and equivalent information in case of entities that are neither trusts nor foundations.

5. This Agreement does not create an obligation on the Contracting Parties to obtain or provide ownership information with respect to publicly traded companies or public collective investment funds or schemes unless such information can be obtained without giving rise to disproportionate difficulties.

6. The competent authority of the Requesting Party shall provide the following information to the competent authority of the Requested Party when making a request for information under the Agreement to demonstrate the foreseeable relevance of the information to the request:

- (a) the identity of the person under examination or investigation;
- (b) the period for which information is requested;
- (c) the nature of the information requested and the form in which the Requesting Party would prefer to receive it ;
- (d) the tax purpose for which the information is sought;
- (e) grounds for believing that the information requested is present in the requested Party or is in the possession of or control of or obtainable by a person within the jurisdiction of the Requested Party;
- (f) to the extent known, the name and address of any person believed to be in possession of or in the control of or able to obtain the requested information;
- (g) a statement that the request is in conformity with the laws and administrative practices of the Requesting Party, that if the requested information was within the jurisdiction of the Requesting Party then the competent authority of the Requesting Party would be able to obtain the information under the laws of the Requesting Party or in the normal course of administrative practice and that it is in conformity with this Agreement;
- (h) a statement that the Requesting Party has pursued all means available in its own territory to obtain the information, except those that would give rise to disproportionate difficulties.

7. The competent authority of the Requested Party shall acknowledge receipt of the request to the competent authority of the Requesting Party and shall use its best endeavours to forward the requested information to the Requesting Party with the least reasonable delay.

Article 6
Tax Examinations Abroad

1. At the request of the competent authority of the Requesting Party, the requested Party may allow representatives of the competent authority of the Requesting Party to enter the territory of the Requested Party, to the extent permitted under its domestic laws, to interview individuals and examine records with the prior written consent of the individuals or other persons concerned. The competent authority of the Requesting Party shall notify the competent authority of the Requested Party of the time and place of the intended meeting with the individuals concerned.

2. At the request of the competent authority of the Requesting Party, the Requested Party may allow representatives of the competent authority of the Requesting Party to be present at the appropriate part of a tax examination in the Requested Party, in which case the competent authority of the Requested Party conducting the examination shall, as soon as possible, notify the competent authority of the Requesting Party about the time and place of the examination, the authority or official designated to carry out the examination and the procedures and conditions required by the Requested Party for the conduct of the examination. All decisions with respect to the conduct of the tax examination shall be made by the Party conducting the examination.

Article 7
Possibility of Declining a Request for information

1. The competent authority of the Requested Party may decline to assist:

- (a) where the request is not made in conformity with this Agreement; or
- (b) where the Requesting Party has not pursued all means available in its own territory to obtain the information, except where recourse to such means would give rise to disproportionate difficulty; or
- (c) where disclosure of the information would be contrary to public policy (ordre public) of the Requested Party.

2. This Agreement shall not impose on a Contracting Party the obligation:

(i) to supply information subject to legal privilege as provided for under the domestic law of the relevant Party or which would disclose any trade, business, industrial, commercial or professional secret or trade process, provided that information described in paragraph 4 of Article 5 shall not be treated as such a secret or trade process merely because it meets the criteria in that paragraph;

(ii) to carry out administrative measures at variance with its laws and administrative practices, provided nothing in this subparagraph shall affect the obligations of a Contracting Party under paragraph 4 of Article 5.

3. A request for information shall not be refused on the ground that the tax claim giving rise to the request is disputed.

4. The Requested Party shall not be required to obtain and provide information which the requesting Party would be unable to obtain in similar circumstances under its own laws for the purpose of the administration or enforcement of its own tax laws or in response to a valid request from the Requested Party under this Agreement.

5. The Requested party may decline a request for information if the information is requested by the Requesting party to administer or enforce a provision of the tax law of the Requesting party, or any requirement connected therewith, which discriminates against a national or citizen of the Requested party as compared with a national or citizen of the Requesting party in the same circumstances.

6. The Requested Party shall not decline to provide information solely because the request does not include all the information required under Article 5 if the information can otherwise be provided according to the law of the Requested Party.

Article 8 **Assistance in the Collection of Tax Claims**

1. The Contracting Parties shall lend assistance to each other in the collection of tax claims.

2. The term "tax claim" as used in this Article means an amount owed in respect of taxes as mentioned in Article 3, as well as interest, administrative penalties and costs of collection or conservancy related to such amount.

3. When a tax claim of a Contracting Party is enforceable under the laws of that Party and is owed by a person who, at that time, cannot, under the laws of that Party, prevent its collection, that tax claim shall, at the request of the competent authority of that Party, be accepted for purposes of collection by the competent authority of the other Contracting Party. That tax claim shall be collected by that other Party in accordance with the provisions of its laws applicable to the enforcement and collection of its own taxes as if the tax claim were a tax claim of that other Party.

4. When a tax claim of a Contracting Party is a claim in respect of which that Party may, under its law, take measures of conservancy with a view to ensure its collection, that tax claim shall, at the request of the competent authority of that Party, be accepted for purposes of taking measures of conservancy by the competent authority of the other Contracting Party. That other Party shall take measures of conservancy in respect of that tax claim in accordance with the provisions of its laws as if the tax claim were a tax claim of that other Party even if, at the time when such measures are applied, the tax claim is not enforceable in the first-mentioned Party or is owed by a person who has a right to prevent its collection.

5. When a Contracting Party may, under its law, take interim measures of conservancy by freezing of assets before a tax claim is raised against a person, the competent authority of the other Contracting Party, if requested by the competent

authority of the first mentioned party, shall take measures for freezing the assets of that person in that Contracting Party in accordance with the provisions of its law.

6. Notwithstanding the provisions of paragraphs 3 and 4, a tax claim accepted by a Contracting Party for purposes of paragraph 3 or 4 shall not, in that State, be subject to the time limits or accorded any priority applicable to a tax claim under the laws of that State by reason of its nature as such. In addition, a tax claim accepted by a Contracting Party for the purposes of paragraph 3 or 4 shall not, in that State, have any priority applicable to that tax claim under the laws of the other Contracting Party.

7. Proceedings with respect to the existence, validity or the amount of a tax claim of a Contracting Party shall only be brought before the courts or administrative bodies of that Party. Nothing in this Article shall be construed as creating or providing any right to such proceedings before any court or administrative body of the other Contracting Party.

8. Where, at any time after a request has been made by a Contracting Party under paragraph 3 or 4 and before the other Contracting Party has collected and remitted the relevant tax claim to the first-mentioned Party, the relevant tax claim ceases to be:

- a) in the case of a request under paragraph 3, a tax claim of the first-mentioned Party that is enforceable under the laws of that Party and is owed by a person who, at that time, cannot, under the laws of that Party, prevent its collection, or
- b) in the case of a request under paragraph 4, a tax claim of the first-mentioned Party in respect of which that Party may, under its laws, take measures of conservancy with a view to ensure its collection,

the competent authority of the first-mentioned Party shall promptly notify the competent authority of the other Party of that fact and, at the option of the other Party, the first-mentioned Party shall either suspend or withdraw its request.

9. In no case shall the provisions of this Article be construed so as to impose on a Contracting Party the obligation:

- a) to carry out administrative measures at variance with the laws and administrative practice of that or of the other Contracting Party;
- b) to carry out measures which would be contrary to public policy (*ordre public*);
- c) to provide assistance if the other Contracting Party has not pursued all reasonable measures of collection or conservancy, as the case may be, available under its laws or administrative practice;

to provide assistance in those cases where the administrative burden for that State is clearly disproportionate to the benefit to be derived by the other Contracting Party.

Article 9 Confidentiality

Any information received by a Contracting Party under this Agreement shall be treated as confidential and may be disclosed only to persons or authorities (including courts and administrative bodies) in the jurisdiction of the Contracting Party concerned with the assessment or collection of, the enforcement or prosecution in respect of, or the determination of appeals in relation to, the taxes covered by this Agreement. Such persons or authorities shall use such information only for such purposes. They may disclose the information in public court proceedings or in judicial decisions. The information may not be disclosed to any other person or entity or authority or any other jurisdiction/country without the express written consent of the competent authority of the Requested Party.

Article 10 Implementation Legislation

The Contracting Parties shall enact any legislation necessary to comply with, and give effect to, the terms of the Agreement. Such legislation shall be enacted within six months of entry into force of this Agreement.

Article 11 Costs

1. Unless the competent authorities of the Contracting Parties otherwise agree, ordinary costs incurred in providing assistance shall be borne by the Requested Party, and, subject to the provisions of this Article, extraordinary costs incurred in providing assistance shall, if they exceed 500 British Pounds, be borne by the Requesting Party.
2. The competent authorities will consult each other, in advance, in any particular case where extraordinary costs are likely to exceed 500 British Pounds to determine whether the Requesting Party will continue to pursue the request and bear the cost.
3. The competent authorities shall consult from time to time with regard to this Article.
4. Ordinary costs include internal administration costs, any minor external costs and overhead expenses incurred by the Requested Party in reviewing and responding to information requests submitted by the Requested Party. Examples of extraordinary costs incurred in providing assistance include, but are not limited to the following:
 - a) reasonable fees charged by third parties for copying documents on behalf of the Requested Party;
 - b) reasonable costs of engaging interpreters, translators or other agreed experts;
 - c) reasonable costs of conveying documents to the Requesting Party;

- d) reasonable litigation costs of the Requested Party in relation to a specific request for information; and
- e) reasonable costs for obtaining depositions or testimony.

Article 12 Mutual Agreement Procedure

1. Where difficulties or doubts arise between the Contracting Parties regarding the implementation or interpretation of the Agreement, the competent authorities shall endeavour to resolve the matter by mutual agreement. In addition, the competent authorities of the Contracting Parties may mutually agree on the procedures to be used under Articles 5, 6, 8 and 11 of this Agreement.
2. The competent authorities of the Contracting Parties may communicate with each other directly for purposes of reaching agreement under this Article.
3. The Parties may also agree on other forms of dispute resolution should this become necessary.

Article 13 Entry into Force

1. The Contracting Parties shall notify each other in writing of the completion of the procedures required by the respective laws for the entry into force of this Agreement.
2. This Agreement shall enter into force on the date of the later of the notifications referred to in paragraph 1 of this Article and shall thereupon have effect forthwith.

Article 14 Termination

1. This Agreement shall remain in force until terminated by either Contracting Party.
2. Either Contracting Party may, after the expiry of three years from the date of its entry into force, terminate this Agreement by serving a written notice of termination to the other Contracting Party through appropriate channels.
3. Such termination shall become effective on the first day of the month following the expiration of a period of six months after the date of receipt of notice of termination by the other Contracting Party. All requests received up to the effective date of termination shall be dealt with in accordance with the provisions of the Agreement.

In witness whereof, the undersigned, being duly authorised thereto, have signed this Agreement.

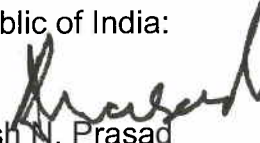
DONE in duplicate at London on this Third Day of November, 2011, each in the Hindi and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

For the Government of
Jersey:



Senator Philip Ozouf
Deputy Chief Minister and
Treasury and Resources Minister

For the Government of the
Republic of India:



Rajesh N. Prasad
Acting High Commissioner of India
to the United Kingdom