



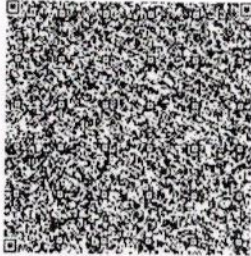
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL68235243845396P
Certificate Issued Date : 26-Dec-2017 12:43 PM
Account Reference : IMPACC (IV)/ dl747903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL74790339439065569900P
Purchased by : PHD CHAMBER OF COMMERCE AND INDUSTRY
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : PHD CHAMBER OF COMMERCE AND INDUSTRY
Second Party : IDFC BANK
Stamp Duty Paid By : PHD CHAMBER OF COMMERCE AND INDUSTRY
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



.....Please write or type below this line.....

MEMORANDUM OF UNDERSTANDING
Executed between
PHD CHAMBER OF COMMERCE & INDUSTRY
and
IDFC BANK LIMITED
2nd January 2018 at New Delhi (India)

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Subha Mishra

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shoestamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

IDFC BANK LIMITED, a company registered under the Companies Act, 2013 and a banking company within the meaning of the banking Regulation Act, 1949 and having its registered office at KRM Tower, 7th Floor, No.1 Harrington Road, Chetpet, Chennai 600 031 and amongst others, a branch at Naman Chambers, C-32, G-Block, Bandra Kurla Complex, Bandra East, Mumbai 400 051 (hereinafter referred to as "**BANK**") which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its Affiliates, successors and assigns of the FIRST PART.

And

PHD Chamber of Commerce and Industry (herein after referred to as PHDCCI) having its Headquarters at PHD House, 4/2 Siri Institutional Area, August Kranti Marg, New Delhi-110016 established in 1905, with a geographical span covering 22 States of India, as a proactive and dynamic multi-State apex organization working at the grass-root level and with strong national and international linkages, (hereinafter referred to as "PHDCCI", which expression shall, unless repugnant to the meaning or context thereof mean and include PHDCCI, its successors in interest and permitted assigns) represented through _____ of the second Part.

The First party and the Second Party are hereinafter individually referred to as "Party" and jointly referred to as "the Parties".

WHEREAS the parties are desirous of entering into tie-up arrangement with respect to financing of MSME units (Customers) and in that respect the parties have agreed to enter into MOU with a view to record the broad terms and conditions mutually agreed to, by and between them, subject to working out the modalities and terms of implementation of arrangement in detail, in due course, as may be agreed between the parties in writing.

NOW THEREFORE THIS MOU WITNESSETH AS UNDER:

- 1) The BANK shall make available the loan application forms (BANK's Products) along with the broad terms & conditions related to loans to (Customers) at the designed office (s) of the PHDCCI so that the same can be made available to interested Customers. The list of designed offices of PHDCCI is annexed herewith as "**Annexure-A**".
- 2) The BANK shall provide a list of its branches and controlling offices to PHDCCI.
- 3) PHDCCI designated offices shall mobilize the loan applications from interested Customers and forward the same to the concerned branch of the BANK.
- 4) PHDCCI shall assist the applicants in completing the requirements as stipulated by the BANK and carry out a preliminary check about the credit worthiness of the applicant units without any liability for sanction of loan in favour of the unit concerned.
- 5) The BANK shall consider extending need based credit facilities to the interested Customers at its sole and absolute discretion. The BANK shall conduct credit appraisals as may be necessary and shall process the loan application having regard to BANK's extant guidelines. The BANK shall get the loan and security documents executed from the concerned Customers as per the BANK's guidelines.
- 6) The BANK shall have the right to refuse or accept the credit proposal of a particular unit at its sole discretion and the BANK is under no obligation to disclose the reason for rejection. However at the request of PHDCCI, the BANK may inform the reasons for rejection to PHDCCI.

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- 7) That on sanction of loan by the BANK, all necessary action including but not limited to disbursement, monitoring creation of security, recovery, etc. shall be undertaken by the BANK.
- 8) The BANK shall pay the processing fee received from applicants on disbursement of the sanctioned credit limit to PHDCCI within 30 days from the date of receipt of processing fee for each application so forwarded by them.
- 9) The BANK will give due weightage to the good rated Customers for fixing the interest rates on the credit limits sanctioned to them.
- 10) PHDCCI shall organize open houses/ sessions, campaigns etc. to create awareness of the scheme of the BANK and shall also take steps to promote the business in mutual interest of both parties.
- 11) The parties agree that details of this arrangement shall also be publicised through the website of PHDCCI and the BANK.
- 12) The MOU shall be valid for a period of 3 years and may be renewed for further period as may be agreed by both parties in writing. Any amendment to this MOU shall be made only with the written consent of the parties.

13) CONFIDENTIALITY

- (i) PHDCCI agrees and undertakes to keep confidential at all times the Confidential Information provided by the BANK relating to Customer, details of this Agreement and all materials, structures and other related documents pertaining to the BANK's Products provided and shared with PHDCCI in connection with this Agreement.
- (ii) PHDCCI shall use the Confidential Information only in accordance with this Agreement and for the services to be provided by it under this Agreement and not disclose any of the Confidential Information to any third party without the BANK's prior written consent.
- (iii) Upon the request of the BANK, PHDCCI will within 7 days of receipt of such request, return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, then in the possession of PHDCCI or its representatives and shall certify the fact of having destroyed the Confidential Information in writing to the BANK. Such return, however, does not abrogate the continuing obligations of PHDCCI under this Agreement.
- (iv) If PHDCCI becomes legally compelled to disclose any Confidential Information of the BANK, PHDCCI will provide the BANK prompt written notice, if legally permissible, and will use its commercially reasonable efforts to assist the BANK in seeking a protective order or another appropriate remedy. If the BANK waives PHDCCI's compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, PHDCCI will furnish only that portion of the Confidential Information that is legally required to be disclosed; provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

14) INTELLECTUAL PROPERTY RIGHTS

- (i) During the term of this Agreement, each Party grants to the other Party a limited, non-exclusive, non-transferable, revocable right to display its marks and logos solely to market and promote the relationship contemplated by this Agreement. Either Party may revoke the foregoing license at any time by giving the other Party written notice. Unless revoked sooner in accordance with the immediately preceding sentence, the foregoing license terminates automatically upon the effective date of the expiration or termination of this Agreement.

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- (ii) Each party acknowledges and agrees that: (a) it will use the other Party's marks and logos in a lawful manner and only as permitted hereunder; (b) it will use the other Party's marks and logos in strict compliance with all formats, guidelines, standards and other requirements prescribed by such other Party; (c) the other Party's marks and logos are and shall remain the sole property of such other Party (or its licensors); and (d) nothing in this Agreement confers in it any right of ownership in any marks or logos of the other Party and all use thereof inures to the benefit of such other party (or its licensors).

15) OBLIGATIONS OF THE PHDCCI

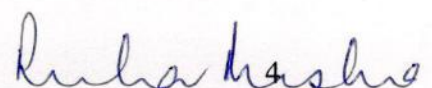
- (i) The PHDCCI hereby agrees that it shall:
- (a) use its best endeavors to advertise and promote BANK's Products to Customers;
 - (b) observe all directions and instructions given to it by BANK in relation to the promotion and advertisement of BANK's loan applications;
 - (c) promote BANK loan applications in accordance with the terms of this Agreement and any other direction or instruction supplied by BANK from time to time in writing;
 - (d) not grant any discounts to Customers with respect to BANK's Products. Such discounts can be granted only with the prior written approval of the BANK.
 - (e) ensure that any information supplied to the BANK pertaining to the Customer should be accurate and the BANK may rely on such information while entering into an Agreement with a Customer;
 - (f) ensure that there is no misrepresentation, exaggeration or inaccurate information provided, to the Customers about BANK or with respect to BANK's Products by the PHDCCI.
- (ii) PHDCCI shall not without the BANK's prior written consent:
- (a) issue any advertisement in relation to the BANK or its Affiliates; or
 - (b) provide information of any kind relating to the BANK or its Affiliates to any government or regulatory body or the press or any third party by way of interviews, press releases, submissions, statements or otherwise; or
 - (c) respond on behalf of the BANK or its Affiliates to any enquiries or requests for information received from government or regulatory body or the press or from Customers or any third party relating to the BANK or its Affiliates.

16) INDEMNITY : PHDCCI agrees to keep the BANK safe and harmless at all points of time and agrees and undertakes upon proper adjudication to indemnify BANK for any loss, damage, costs, charges or expenses incurred or suffered and against any claims, suits, actions, proceedings instituted or likely to be instituted against BANK as a result of breach by PHDCCI of the provisions of this Agreement or arising out of gross negligence or willful default of PHDCCI or arising as a result of misrepresentation, omission of any material fact or any misleading or incorrect information furnished by PHDCCI to the BANK or the Customer or claims brought by the Customer against the BANK under this Agreement.

17) This MOU has been entered into on non-exclusive basis and each party shall be free to enter into such or similar arrangements with any other party/BANK.

18) Notwithstanding what is stated in Clause 12, hereinabove, this MOU may be terminated by either party by giving 60 days written notice to the other party. During the notice period, PHDCCI shall not collect any fresh applications from any MSME Unit. The BANK shall, however, carry out and complete the appraisal of applications in respect of those cases where the applications are received prior to the date of termination notice.

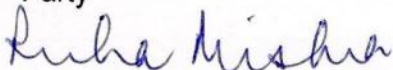
19) The parties hereto agree and undertake that they shall stop the usage of name/Logo/Trade Mark of the other party immediately on termination of the MOU.



20) Governing Law, Settlement of Disputes and Jurisdiction: This Agreement (and any dispute or claim relating to it, its enforceability or its termination) is to be governed by and construed in accordance with the laws of India. Each of the Parties agrees that, if any dispute(s) or difference(s) shall arise between the Parties in connection with or arising out of this Agreement, the Parties shall attempt, for a period of 30 (thirty) days from the receipt of a notice from the other Party of the existence of a dispute(s), to settle such dispute(s) by mutual discussions between the Parties. If the said dispute(s) cannot be settled by mutual discussions within the thirty-day period provided above, either Party may refer the matter to a sole arbitrator to be mutually appointed in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in English language at New Delhi. The courts at New Delhi shall have the exclusive jurisdiction over any disputes relating to the subject matter of this Agreement.

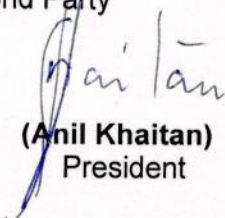
The parties hereto have signed this Memorandum of Understanding on this day first here in above written.

Signed on behalf of the First Party



(Richa Mishra)
Regional Head, Relationship,
Personal & Business Banking
Business Banking IDFC Bank

Signed on behalf of the Second Party



(Anil Khaitan)
President

PHD Chamber of Commerce and Industry

Through its Authorised Signatory

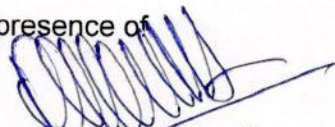
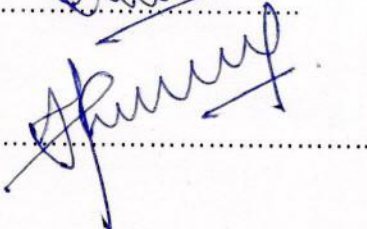
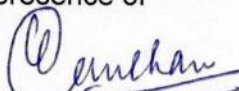
Through its Authorised Signatory

Witness

Witness

In the presence of

In the presence of


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.....
Kamlesh Lalshe,
..... Secretary, PHD Chamber