

# INDIA NON JUDICIAL

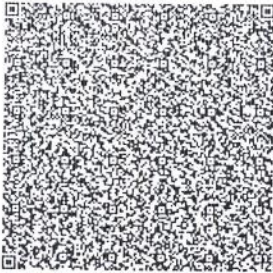
Government of National Capital Territory of Delhi



सत्यमेव जयते

## e-Stamp

Certificate No. : IN-DL02946345830897Q  
Certificate Issued Date : 21-Mar-2018 01:18 PM  
Account Reference : IMPACC (IV)/ dl732103/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL73210309371403158397Q  
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 : Oriental Bank of Commerce  
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  
Oriental Bank of Commerce (OBC)  
26<sup>th</sup> March 2018 at Gurugram (Haryana)

**PHD**  
**CHAMBER**  
**OF COMMERCE AND INDUSTRY**

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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**Oriental Bank of Commerce (OBC)**, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act of 1970, having its Head Office at Plot No. 5, Institutional Area Sector-32, Gurugram (Haryana) at (hereinafter referred to as "The Bank" which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns) represented through 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 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 along with the broad terms & conditions related to loans to MSME units at the designed office (s) of the PHDCCI so that the same can be made available to interested MSME units.



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 MSME units 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 MSME Units 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 MSME units 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.
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 MSME Units 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. 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.
14. 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.
15. 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.



4/2, Siri Institutional Area,  
August Kranti Marg, New Delhi-110016



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

Signed on behalf of the First Party

*A. Chaudhary*  
29/03/18

(Ashutosh Chaudhary)  
General Manager, MSME Credit  
Oriental Bank of Commerce



Through its Authorised Signatory

Witness

In the presence of

① *Dharmendra Kumar Mehta, CM on SME (OBC)*

*[Signature]*

② HEMANT SINGH SONGARA  
SENIOR MANAGER

*[Signature]*

Signed on behalf of the Second Party

*[Signature]*

(Dr Ranjeet Mehta)  
Principal Director  
PHD Chamber of Commerce and Industry

Through its Authorised Signatory

**PHD CHAMBER PHD HOUSE**  
4/2, Sit Institutional Area,  
August Kranti Marg, New Delhi-110016

In the presence of

*MITHILESH KUMAR* Deputy Secretary

*Kanchan Lutschi*, Secretary PHD Chamber

*[Signature]*  
Kanchan