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| राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार | |
| 1. आधारभूत अवधारणा सुविधाओं हेतु (धारा 8-क)-10% रुपये | 16 |
| 2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3-ग)-10% रुपये | 16 |
| कुल राशि 20 | |
| हस्ताक्षर स्टाम्प वेण्डर | |

MEMORANDUM OF UNDERSTANDING

THIS is Memorandum of Understanding (hereinafter referred to as the "Agreement") is made on this 12 day of March, 2018 by and between:

Banasthali Vidyapith a society registered under Societies Registration Act, 1860 and an Institution deemed to be University, notified by the Government of India vide its notification no. F.9-6/81-U.3 dated 25 October, 1983 under Section 3 of the UGC Act, 1956 and having its office at Banasthali Vidyapith P.O. Banasthali Vidyapith-304022, Rajasthan, through its Vice Chancellor, Prof. Aditya Shastri on one Part (hereinafter referred as Institution) which expression shall, unless repugnant to the context or meaning thereof, deem to mean and include the member of the society the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them) of the **ONE PART**;

AND

HDFC Bank Limited, a banking company incorporated under the provisions of the Companies Act, 1956 and having its registered office at HDFC bank House, Senapati Bapat Marg, Lower Parel (west), Mumbai -400013 (hereinafter referred to as "HDFC Bank" which expression shall, unless repugnant to the context or meaning thereof, deem to mean and include its successors and assigns) of the **OTHER PART**.

The Institution and HDFC Bank are hereinafter collectively referred to as the "Parties" and individually as the "Party"

WHEREAS

1. Banasthali Vidyapith a society registered under Societies Registration Act, 1860 and an Institution deemed to be University, notified by the Government of India vide its notification no. F.9-6/81-U.3 dated 25 October, 1983 under Section 3 of the UGC Act, 1956 and having its office at Banasthali Vidyapith P.O. Banasthali Vidyapith-304022, Rajasthan.

(i) to provide for and otherwise promote, in the context of a synthesis of the spiritual heritage and the scientific achievements of the East and the West, education, training and research in different areas of knowledge viz.,



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Humanities, Social Sciences, Home Science and Natural Sciences and to preserve and inculcate amongst students the essential values and ideals of Indian Culture and Indian way of life;

- (ii) to create, publish and disseminate literature in fulfillment of (i) above;
 - (iii) to participate in and co-operate with, as far as possible, similar efforts carried on elsewhere in India and abroad; and
 - (iv) to create Institutions, collect funds, raise loans and to utilise the same and the income therefrom for the objects referred to in (i) to (iii) above.
2. The Institution has represented to HDFC Bank that the Institution is authorised to accept donations, subscriptions, legacy or contribution in the form of monies that it requires funds for the advancement of the objects of the Institution.
 3. The Institution is in requirement of funds for the purpose of implementing 'Innovation Hub for Educating Rural Girls'.
 4. HDFC Bank through its Corporate Social Responsibility is engaged in supporting welfare programmes and accordingly at the request of the Institution is desirous of contributing for the purpose on the terms and conditions more particularly mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH and the parties hereto agree as follows:

ARTICLE 1- CONTRIBUTION:

HDFC Bank at the request of the Institution has agreed to contribute an amount of Rs. 2.53 Cr. only. (Rs.Two Crore Fifty Three lacs only) (February, 2018 to March, 2019) for the purpose and the Institution hereby agrees to utilize the said amount in accordance with the Approved budget specified in Annexure "A"

ARTICLE I-RESPONSIBILITIES OF THE GRANTOR

1. The Grantor shall disburse to the Grantee the sum as may be mutually agreed to, to be utilized for the said Purpose in accordance with specifications as laid down in Annexure A to this Agreement, and subject to a maximum of Rs. 2.53 Cr. ("Grant") which shall be disbursed in the manner provided in Annexure A.
2. HDFC Bank will bear all operating costs of any visits its own representatives may make to the location, including travel and boarding.
3. HDFC Bank representative will visit the site periodically as agreed upon to monitor on ground implementation of activities in line with the work plan and timelines agreed upon (Annex C)



Dr. Jyoti Kulkarni



Dr. Jyoti Kulkarni

ARTICLE II – RESPONSIBILITIES OF THE INSTITUTION

1. The Institution shall utilize funds as set out in the Annexure A hereto. HDFC Bank may at its sole and absolute discretion may verify compliance of the same including with the assistance of a third party.
2. The Institution while ensuring the implementation of the Purpose shall be solely responsible for obtaining all statutory permissions/licenses/ approvals required, if any, for the said Purpose. HDFC Bank shall not be responsible or liable except to the limited extent of contribution for the purpose.
3. In addition to utilization of the funds disbursed by HDFC Bank, the Institution shall also ensure that amounts agreed upon as contribution/convergence are utilized towards the project as per Annex B
4. The Institution shall facilitate HDFC Bank's representatives in visiting the project site for periodically monitoring/audit purpose.
5. The Institution shall provide to HDFC Bank publications, data and reports, including internal reports, reports submitted to/by external evaluators (provided the external evaluators consent to it), funding agencies, studies and researches, statistics, and such other information, including financial information on HDFC Bank funding, as HDFC Bank or its representatives may require, for its own satisfaction, as well as in order to present the same in suitable formats and templates in its internal and external communication.
6. The Institution shall, obtain and keep in force and effect by applying for renewals from time to time suitable tax exemption or deduction status, or other tax benefits that may be available, and, if such benefits do accrue, the same shall be taken into account to calculate the actual costs, and such savings as accrued shall be deployed to create additional facilities. The Institution shall ensure the implementation of the purpose as laid down in the proposal presented to the HDFC bank(ANNEXURE B)
7. The Institution shall ensure that the intention of HDFC bank in making the contribution is honored and that the contribution is utilized only for the said Purpose, and in case of inability of the Institution to do so, shall obtain the prior written consent of HDFC bank to apply the contribution for such other purpose and within such stipulated period as HDFC Bank may deem fit or return the unutilized funds to HDFC Bank .if demanded or no such consent is given by HDFC bank.
8. The Institution shall send to HDFC Bank, such reports on the utilisation of the contribution and at such periodicity as mutually agreed to between the Parties. And mentioned in Annexure C (reporting schedule). The Institution appreciates that provision of such reports forms a very key element of its



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responsibilities as part of this Agreement, and that non-fulfillment of the same shall, without prejudice to the other provisions of this Agreement, make it liable to return the contribution to HDFC Bank.

9. The Institution shall maintain a separate account for the Grant received from HDFC Bank showing the receipt and application of funds therein. The Institution shall also permit an external audit or inspection of its books of accounts by HDFC Bank or its representatives, covering grants received from all sources for the said Purpose, if the HDFC Bank so requires.
10. The Institution shall maintain adequate systems to track the usage of the funds granted by HDFC Bank and for reporting formats as applicable. And follow best accounting standards
11. The Institution shall carry out statutory audits on time, and provide all audit reports (statutory as well as internal) to HDFC Bank on request. The Institution shall also permit an external audit or inspection of its books of accounts by HDFC Bank, covering the grants/contributions received from all sources for the said Purpose, if HDFC Bank so requires. The Institution acknowledges, in particular that, the external audit or inspection of its books of accounts may not only be limited to the extent of the grant given by HDFC Bank but also include accounts of all other funds received and/or utilized from other internal and / or external sources by the Institution after intimating other Donors if necessary.
12. The Institution shall, in case there is any unspent balance from the contribution provided after fulfillment of the said Purpose, or in case of failure to use the contribution or any part thereof by the time provided for, return such funds to HDFC Bank. HDFC Bank may, at its sole and absolute discretion, authorise the Institution to apply such funds for such purpose as may be mutually agreed to by the Parties.
13. The Institution shall acknowledge the support received from HDFC Bank in such manner and in such communications as may be mutually agreed to by the parties. Provided that the Institution shall not acknowledge such support without the express consent of HDFC Bank.
14. The Institution shall obtain the consent of HDFC Bank before use of its logo in any communication.

ARTICLE III—REPRESENTATIONS, RIGHTS, WARRANTIES AND INDEMNITIES

1. The Institution hereby indemnifies HDFC Bank from and against any and all liabilities, losses, claims (including third party claims), actions and damages suffered/incurred by HDFC Bank due to the false or incorrect information provided by the Institution to HDFC Bank or due to utilization of the contribution or unspent funds for the required Purpose.



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2. HDFC Bank and its representatives shall have the right to present the content about the said Purpose and the Institution to the public in such formats, templates and manner as they deem fit, provided prior consent of the Institution has been obtained for the content. The Institution shall communicate the fact of grant of funds by HDFC Bank to internal as well as outside parties and shall always state that it has received support from HDFC Bank.
3. The Institution warrants that it shall not represent to any beneficiary or any other third party that it is acting on behalf of HDFC Bank and in no case shall the Institution create or allow the creation of the impression that HDFC Bank has any direct or indirect relationship with or liability to the beneficiaries or such other third party. All such communications and contents thereof shall be got approved by HDFC Bank prior to its dispatch or release.
4. This MOU is on a principal-to-principal basis between the parties hereto. Nothing contained in this MOU shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties.
5. The Institution acknowledges that there is no commitment, implicit or otherwise, of continued support from HDFC Bank in any form and under any circumstances, beyond the terms of this Agreement. The Institution acknowledges that HDFC Bank's liability in any situation will be limited to the amount of grant sanctioned for this project as indicated in clause 1 of Article I above.
6. The Institution indemnifies HDFC Bank against any and all legal and pecuniary liabilities arising out of any claims relating to misuse or lack of use or delayed use of Grant by the Institution or any other third party, or out of any other such claims that arise due to failure on part of the Institution or any other third party in discharging their responsibilities envisaged in this Agreement or in any other Agreement, express or otherwise, between the Institution and such other third party, except when such misuse or lack of use or delayed use of the Grant is attributable to HDFC Bank.
7. The Institution warrants that all the information provided by it to HDFC Bank at the time of application and subsequently, is true to the best of its knowledge and belief, and especially warrants that it has duly complied with the provisions of laws applicable to it. The Institution indemnifies HDFC Bank from any liabilities arising out of error or willful default or contravention in regard to any of the applicable law, including, but not limited to, submission of statutory forms and other such documents.



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8. The Institution indemnifies HDFC Bank from any and all legal and pecuniary liabilities arising due to non-compliance on part of the Institution, with the terms of this Agreement.
9. The Parties represent and warrant that they have full capacity, power and authority to enter into, execute, deliver and perform this Agreement, that such execution, delivery or performance do not violate or conflict with any law applicable to the Parties any provision in their constitutional documents, any order or judgment of any court or other agency of government applicable to them or any of their assets, or any contractual restriction binding on or affecting them or any of their assets.
10. The Parties represent and warrant that there is not pending, or, to their knowledge, threatened against them, any action, suit, proceedings at law or in equity or before any court, tribunal, government body, agency or official, or any arbitrator, that is likely to affect the legality, validity or enforceability of this Agreement, or their ability to perform their obligations under this Agreement.
11. The Parties represent and warrant that all applicable information that is furnished in writing or otherwise, by or on behalf of the Parties, is, as of the date of information, true, accurate and complete in every material respect.

ARTICLE IV - TERMS AND TERMINATION

1. The terms and conditions of this Agreement shall be valid until the fulfillment of the said Purpose, or for such other period as may be expressly provided in this Agreement.
2. Provided, however, that this Agreement may be terminated by either Party by providing a notice for 3 (three) months to the other Party, upon failure of the other Party to observe or perform any of its covenants, duties or obligations under this Agreement.
3. Provided, further, that this Agreement may be terminated by mutual consent of the Parties hereto, with or without notice.
4. If the HDFC Bank is of the view that the project work is not upto the mark or unsatisfactory or any audit findings of the project are negative or unsatisfactory from the HDFC Bank's point of view, then notwithstanding anything contained in this Agreement, the Institution unconditionally agree and confirm that the HDFC Bank shall have the right to exit at any time, without assigning any reason whatsoever, from this Agreement or terminate this Agreement by giving 45 (Forty Five) days' notice in writing to the Institution.
5. Force Majeure: Notwithstanding anything else contained in this Agreement, the Agreement shall stand terminated if either of the parties becomes incapable of acting as is provided for in this Agreement, due to earthquake,



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flood, cyclone, or other natural disasters, legal and regulatory changes or any other causes of like character beyond the control of the parties.

6. Provided that this Agreement may not be terminated by either party, except in the circumstances indicated in clauses 2, 3 and 4 above.
7. In the event of termination of this Agreement (irrespective of the reason for such termination), the following shall apply:
 - (i) The Institution will return all unutilized funds to HDFC Bank.
 - (ii) No further disbursements shall be made by HDFC Bank except at its sole discretion.
 - (iii) The Institution shall fulfill its obligations to the extent of the grant amount actually spent.
 - (iv) The Institution shall not upon such termination or thereafter, provide to any beneficiary or any third party or the public at large, the impression that funding from HDFC Bank is continuing or allow such impression to be created
 - (v) The Institution indemnifies HDFC Bank of any and all legal and pecuniary liabilities arising out of any claims relating to misuse or lack of use or delayed use of funds by the Institution or any other third party, or out of any other such claims that arise due to failure on part of the Institution or any other third party or out of any other such claims that arise due to termination of this Agreement.

ARTICLE V- MISCELLANEOUS

1. This Agreement, together with Annexure A, B, C and any addenda, if any, is the entire agreement and expresses the complete, exclusive and final understanding of the Parties with regard to the subject matter herein.
2. This Agreement represents the current intentions of the Parties and is subject to any changes that may take place in the laws relating to the conduct of financial services or the activities of not-for-profit organisations in India, and is also subject to all laws, rules and regulations presently applicable, and to obtaining all licenses, permissions, consents, approvals and execution of such Agreements as may be necessary.
3. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is evidenced by a written instrument signed by duly authorised representatives of the Parties, or, in the case of a waiver, by the Party against whom the waiver is to be effective.
4. Provided that neither Party may assign, delegate or otherwise transfer any of their rights or obligations under this Agreement to any person in any manner without the prior written consent of the other Party. Nothing in this Agreement, either express or implied, is intended to release either Party from liability and responsibility with respect to their rights and obligations hereunder.



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5. In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate and reasonably requested, to carry out or evidence the transactions contemplated hereby.
6. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability or the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
7. The liability of HDFC Bank in all cases will be limited to a maximum of Rs. 2.53 Cr. as envisaged in clause of 1 of Article I above.
8. This Agreement shall be governed by, and construed in accordance with Indian law and the Parties submit to the exclusive jurisdiction of courts/tribunals at Mumbai.

IN WITNESS WHEREOF, the undersigned have executed this Agreement, in duplicate, as of the date set forth above.



For Banasthali Vidyapith,


Prof. Aditya Shastri
Vice Chancellor, Banasthali Vidyapith
P.O. Banasthali Vidyapith
Rajasthan-304 022.

For HDFC Bank Limited,


Ms. Nusrat Pathan
CSR Head, HDFC Bank Limited
HDFC Bank House, Senapati Bapat
Marg, Lower Parel (West)
Mumbai-400013.

