



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**MEDHAJ TECHNO CONCEPT PRIVATE LIMITED,
NEW DELHI**

AND

**ARMY INSTITUTE OF MANAGEMENT & TECHNOLOGY,
GREATER NOIDA**

March 31st, 2017



MTCP, New Delhi

MEMORANDUM OF UNDERSTANDING



AIIT, Greater Noida



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL65315042039358P
Certificate Issued Date	: 31-Mar-2017 10:32 AM
Account Reference	: IMPACC (IV)/ d764603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDL76460331223015817057P
Purchased by	: MEDHAJ TECHNO CONCEPT PVT LTD
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MEDHAJ TECHNO CONCEPT PVT LTD
Second Party	: AIMT
Stamp Duty Paid By	: MEDHAJ TECHNO CONCEPT PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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MEMORANDUM OF UNDERSTANDING (MOU)

This MEMORANDUM OF UNDERSTANDING (The "MOU") is executed on this 31st Day of March, 2017 at Greater Noida and shall be effective from the date of signing of this Memorandum of Understanding (MOU).

BETWEEN

M/s. Medhaj Techno Concept Private Limited, (hereinafter referred to as "MTCPL" The party of the First Part)

AND

Army Institute of Management & Technology, (hereinafter referred to as "AIMT" The Party of the Second Part)



Statutory Alert:

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MEMORANDUM OF UNDERSTANDING (MOU)

This MEMORANDUM OF UNDERSTANDING (The "MOU") is executed on this 31st Day of March, 2017 at Greater Noida and shall be effective from the date of signing of this Memorandum of Understanding (MOU).

BETWEEN

M/s. Medhaj Techno Concept Private Limited, (hereinafter referred to as "MTCPL" The party of the First Part)

AND

Army Institute of Management & Technology, (hereinafter referred to as "AIMT" The Party of the Second Part)

1. **Medhaj Techno Concept Private Limited**, a company registered under company act 1956, with its principal place of business and corporate office located at Medhaj Tower, CP-150, Sector -D1, Power House Chauraha, Aashiana, Kanpur Road, Lucknow-226012, Ph +91 522 2425912 and its North Regional Office at 248, IInd floor, Sant Nagar, East of Kailash, New Delhi -110065, Ph +91 11 41090361, (hereinafter referred to as "MTCPL" **The party of the First Part**) which expression shall include its successors, successor-in-office, and its permitted assigns.

AND

2. **Army Institute of Management & Technology**, a premium institute in Greater Noida, established by Indian Army under the aegis of Army Welfare Education Society (AWES) having its campus located at Plot No. M-1, Pocket P-5, Greater Noida - 201306 (UP), India, (hereinafter referred to as "AIMT" **The Party of the Second Part**) which expression shall include its successors, successor-in-office and assigns.
3. WHEREAS "MTCPL" and "AIMT" individually referred to as "Party" and collectively as "Parties".



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4. **AND WHEREAS Medhaj Techno Concept Private Limited (MTCPL)**, a MSE Unit registered under Ministry of Micro Small & Medium Enterprises, Government of India, is an ISO 9001: 2015, 14001:2015 and 27001:2013 certified company registered under the Companies Act 1956 (No. 1 of 1956) in India and incorporated as an integrated solution provider in the field/sector of Energy & Power (Generation, Transmission & Distribution), Information Technology, E-Learning Solutions, Oil & Gas, Water & Resources and Other Infrastructure Sectors like Railways, Water, Irrigation, Roads, Renewable Energy (Solar, Wind, Hydro and Bio mass), Highways and Urban Development, Smart Grid, Smart City etc. particularly in the areas of pre-project advisory, design, engineering, DPR preparation, project management, energy efficiency, policy & regulatory advisory, public private partnership, third party quality inspection, construction supervision, software development, bid process management, training, capacity building and skill development.

MEDHAJ engaged in several areas of Power/Energy industry and has expertise in IT and SCADA solutions, project management and consultancy services, Power Maps, GIS Mapping, Quality Inspection, smart grid, energy efficiency, transaction advisory services etc. and has implemented project for state DISCOMS, Regulatory agencies, Major electrification schemes of Govt. of India like B-APDRP, RGGVY, DDUGJY and IPDS etc. Our key expertise includes, project management of large and complex infrastructure projects than requires specialized skills, pre-project advisory, design engineering, material management monitoring and impact assessment of government and donor sponsored programs, natural resource management, third party quality inspection, construction supervision, energy efficiency, policy and regulatory advisory, project development and bid process management.

5. **WHEREAS Army Institute of Management & Technology (AIMT)**, a premium institute in Greater Noida, established by Indian Army under the aegis of Army Welfare Education Society (AWES) having its campus located at Plot No. M-1, Pocket P-5, Greater Noida - 201306 (UP), to impart management education to the wards of Indian Army only. It was inaugurated by Gen N C Vij, PVSM, UYSM, AVSM, ADC, the then Chief-of-Army-Staff, in the presence of several senior serving and retired army officers and civil dignitaries. The Institute is located in the emerging futuristic Hi-Tech city of Greater NOIDA and brings youth endowed and nurtured in an environment of rich, time-tested, values & culture of Army to the Industry, the very trait which is required to meet the quality of budding Managers.



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AIMT is affiliated to Guru Gobind Singh Indraprastha University, Dwarka, New Delhi, conducts two year full time residential MBA Course in Marketing, Finance, Human Resource, Information Technology and International Business. The Institute is also NAAC accredited, ISO certified Institute and recognized by All India Council of Technical Education (AICTE). The only institute conducted Management Development Programme for 1000 Judicial Officers and 57 Court Managers of Uttar Pradesh. This Institute received an award of Excellence in Higher Education 3rd Skill Development & Entrepreneurship Education Summit organized by IEN Education Pvt. Limited & Career Options at New Delhi. AIMT ranked 35th position in Management (Research and Teaching) by National Institutional Ranking Framework (NIRF) by Ministry of HRD, Government of India in 2016. Recently, this Institute has signed a memorandum of agreement with MSME-Development Institute, New Delhi to conduct various capacity building activities. The Institute has experienced and highly qualified faculty with strong research orientation in the areas of Corporate Finance, HRM and behavioural science, Economics, Cryptography, Software Engineering, Cloud Computing, Marketing Research, to name a few.



Article - 1 OBJECTIVE OF MOU

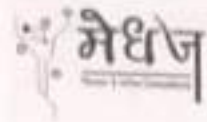
1. The main objective of this MOU is inter alia to develop, procure and execute business of study, training, capacity building, research, survey, system study, preparation of PFR/FR/DPR, business management consultancy, project management consultancy and other consultancy in the field of power generation, transmission, distribution, Energy (renewable and non-renewable), IT, Roads, Bridges, Highways, Railways, Oil & Gas, Irrigations, other infrastructure and water & resources sectors and all other sectors along with all kind of survey, investigation, research, study, preparation of Pre-Feasibility Report (PFR), Feasibility Report (FR), Detailed Project Report (DPR) and Project Management Consultancy (PMC) including material management and quality assurance & inspection, in a manner which would be profitable both for MTCPL and AIMT.
2. **WHEREAS**, it has been jointly determined by MTCPL and AIMT that there is vast potential for offering various kind of consultancy services in the sectors of power generation, transmission, distribution, Energy (renewable and non-renewable), Smart



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Grid, Smart City, IT, Roads, Bridges, Highways, Railways, Oil & Gas, Irrigations, other Infrastructure and water & resources sectors and all other sectors that have increased manifold due to schemes/programs of government of India/State Governments and increased thrust of government for development of various schemes in other sectors also. It is felt that MEDHAJ with products and expertise in end to end consulting solutions for these schemes/programs and AIMT due to an academic institution, can work together to pool their respective expertise and resources to serve these markets in an effective manner and offer competitive products/services to the market since the job requirements call for a considerable and diverse range of skill sets for execution of projects over an extended period of time.

3. **Therefore**, this Memorandum of Understanding (MOU) is entered into by MTCPL and AIMT to ensure mutually beneficial tie up and cooperation in bringing together their complementary products, services, solutions & technologies to successfully bid and execute the job requirement and **The Parties** hereby agree as follows:
4. **AND WHEREAS The Parties** are desirous of cooperating with each other to bid /participate jointly for identified projects for providing consulting/experts /research/studies services in the field of Energy, Power, Smart Grid, Smart City, IT, Roads, Bridges, Highways, Railways, Oil & Gas, Irrigations, other Infrastructure and water & resources sectors etc. in India and abroad.
6. Now this Memorandum of Understanding (MOU) witnesses and it is hereby agree by and between **The Parties** here to as follows:

Article - 2 SCOPE OF MOU

THIS INDENTURE OF MOU IS WITNESSED AND IT IS HEREBY AGREED AND DECIDED BY BOTH THE PARTIES HERETO AS FOLLOWS:-

1. MTCPL and AIMT would jointly explore the consulting opportunities in Energy/Power Generation, Transmission and Distribution sectors along with Smart Grid, Smart City, IT, Infrastructure, Roads, Bridges, Highways, Ganga Rejuvenation, Irrigation, Railways, Oil & Gas, Water and resources and other sectors as well as frame a strategy to improve the



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chances of winning the identified projects. MTCPL and AIMT can also form a JV/consortium and participate in bids on case to case basis, where either of the Party will be identified as the Lead Member/Bidder and both the Parties will provide expertise and services as a member of the JV/consortium.

2. MTCPL and AIMT both shall work together jointly in providing integrated consultancy services in the field of Energy/Power Generation, Transmission and Distribution sectors along with Smart Grid, Smart City, IT, Infrastructure, Roads, Bridges, Highways, Irrigation, Ganga Rejuvenation, Oil & Gas, Water and resources and other sectors.
3. MTCPL and AIMT both shall participate in various consultancy related tenders floated by different Corporate/Private sectors, Government/state Government/CPSUs/Other utilities of states, power generation, transmission & distribution companies, national funding institutions, international funding institutions and funding from central sector of India from time to time in the field of Energy/Power Generation, Transmission and Distribution sectors along with Smart Grid, Smart City, IT, Infrastructure, Roads, Bridges, Highways, Irrigation, Railways, Oil & Gas, Ganga Rejuvenation, Water and resources and other sectors.
4. Both companies will pool together their resources to secure business in the above areas and shall offer their services for participation in meetings and presentation to further business prospects. The Parties shall endeavor to utilize their best technical and marketing skills in submitting most competitive technologies and commercial proposals to a client to meet the specific requirements of that client. MTCPL and AIMT will cooperate fully to support the client with maintenance support throughout the duration of the consultancy assignment. Territory under this MOU shall be whole of India and overseas.
5. MTCPL and AIMT both shall also try to participate in schemes/projects of similar nature of job floated by other Central/State/UT Governments, their Departments or utilities, autonomous bodies, societies, and corporate or private sectors along with other national and international funded programs/schemes/projects.





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Article - 3

ROLE AND RESPONSIBILITIES OF MTCPL AND AIMT UNDER THIS MOU

1. This MOU between **MTCPL and AIMT** is to enhance the expertise for the individual MOU member for executing the work of providing all kinds of consultancy/research services relating to the sectors specified above. The individual scope of work and responsibilities of services to be undertaken by the **MTCPL and AIMT** are listed as under:

2. **NATURE & SCOPE OF RESPONSIBILITIES OF MTCPL:**
 - I. MTCPL shall identify /provide assistance to AIMT in identification of consulting opportunities/projects/schemes in Energy/Power Generation, Transmission and Distribution sectors along with Smart Grid, Smart City, IT, Infrastructure, Roads, Bridges, Highways, Irrigation, Railways, Oil & Gas, Ganga Rejuvenation, Water and resources and other sectors.

 - II. MTCPL shall coordinate and liaison with the Central and State Government/Departments/Autonomous Bodies/Institutions/societies/ All Power Utilities/Power Distribution Companies/All Power Sectors/Corporate Sectors to explore the possibilities of consultancy business. MTCPL shall maintain presence on-ground to improve chances of winning the contracts/projects/studies initially on direct offer and acceptance basis or on through competitive bidding basis or through any other norms set by the respective customer.

 - III. MTCPL shall create / identify /provide assistance to AIMT in identification of consulting opportunities/projects in Power/Energy sector (conventional, non-conventional, renewable & non-renewable), Generation, Transmission and Distribution sectors along with IT, Infrastructure, Roads & Bridges, Ganga Rejuvenation, Water and resources sectors.

 - IV. MTCPL shall prepare and submit the bid/techno-commercial offer/EOI/RFQ/RFP/documents on behalf of AIMT or in consortium/IV with AIMT as per the project/assignment or customer's need.



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- v. MTCPL shall prepare, sign and submit the proposals/bid/techno commercial offer/EOI/RFP/RFQ and all required documents on back to back basis to designated officer of AIMT in case of AIMT is lead partner.
- vi. MTCPL shall prepare presentations; attend pre-bid meetings, price negotiations and other meetings related to consultancy business/opportunities with or on behalf of AIMT. However in case of pricing decision same to be determined based on mutual discussion. MTCPL shall ensure for prompt response wherever MTCPL is well placed with the clients.
- vii. MTCPL shall plan monitor and execute the contract with or on behalf of AIMT or with the JV/consortium of MTCPL and AIMT as the case may, in case of award of contract from the client.
- viii. MTCPL shall assist in providing the experts together with adequate manpower for successfully execution of projects in consortium with AIMT (as the case may be or on case to case basis).
- ix. MTCPL shall raise the bill(s) as per the need of the awarded contract(s)/assignment(s) to the customer in case of award of the contract.
- x. MTCPL and AIMT jointly or individually shall pursue all the payment(s) with the Client(s)/customer(s) end and shall collect payments against job executed from the client(s).
- xi. MTCPL will provide all necessary product & services to execute the order till end to the satisfaction of end user. In this process MTCPL will be responsible for the product/ solution/ services to be provided by them during the currency of the contract.
- xii. MTCPL will provide documentation, sales support, participation in the meetings & presentations to help AIMT for archiving client order closures.
- xiii. MTCPL will provide administrative, operational and executional support in aforementioned programs/ activities.



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- xiv. MTCPL will make all the expenditure for its team involve during procurement/execution of the project e.g. travelling, boarding, TA, DA, salary, and all kind of OP expenses etc.
- xv. The above mentioned services and responsibilities on account of Medha Jyoti Techno Concept Pvt. Ltd. would be handled by a competent team of professionals.

3. NATURE & SCOPE OF RESPONSIBILITIES OF AIMT:

- I. AIMT will identify /provide assistance to MTCPL in identification of consulting opportunities/projects/schemes in Energy/Power Generation, Transmission and Distribution sectors along with Smart Grid, Smart City, IT, Infrastructure, Roads, Bridges, Highways, Irrigation, Railways, Oil & Gas, Ganga Rejuvenation, Water and resources and other sectors.
- II. AIMT will coordinate and liaison with the Central and State Government/Departments/Autonomous Bodies/Institutions/societies/ All Power Utilities/Power Distribution Companies/All Power Sectors/Corporate Sectors to explore the possibilities of consultancy business. AIMT will maintain presence on-ground to improve chances of winning the contracts/projects/studies initially on direct offer and acceptance basis or on through competitive bidding basis or through any other norms set by the respective customer.
- III. AIMT will provide reasonable assistance to MTCPL to identify and qualify prospective opportunities in the identified consulting business areas.
- IV. AIMT shall coordinate and carry out the activities defined in its scope with help of MTCPL.
- v. AIMT shall participate in association/JV/consortium with MTCPL in the tenders/EOI/RFQ/RFP/proposals to fulfill the qualifying requirements of specifications for getting the business or for empanelments.
- vi. AIMT shall sign the bid document/techno-commercial proposal/EOIs/RFPs/RFQs and further agreements etc. jointly or individually



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(as per the requirement of the project) and severally with representative of MTCPL as the case may be.

- vii. AIMT shall extend cooperation in procuring the business by participating in pre and post bid meetings job, jointly with representative of MTCPL as and when required.
- viii. AIMT shall associate and extend cooperation and assistance in the execution of the projects as and when required limited to AIMT's scope and commensurate with financial capability.
- ix. AIMT shall raise the bills against the orders, in case of award of the Project/contract/order based on their scope.
- x. If required, AIMT will ensure that they will provide all necessary supports and authorizations in time to enable MTCPL to deliver their services in time and with reasonable quality. As and when required by the client/customer, officer of AIMT will be deployed for smooth execution of the awarded project/s or on project need basis.
- xi. AIMT will make all the expenditure for its team involve during procurement/execution of the project e.g. traveling, boarding, TA, DA, salary, and all kind of OP expenses etc. subject to adherence of the proportionate of sharing business resources.
- xii. Utilization of Institute infrastructure in execution of study and training related activities. The available modern academic and administrative infrastructure at Institute, comprises of the following:
 - a) Classrooms
 - b) Tutorial rooms
 - c) Seminar Hall of 200 capacity
 - d) Auditorium of 600 capacity
 - e) Computer lab having 100 terminals connected through LAN
 - f) Wi-fi campus
 - g) Library
 - h) Guest rooms
 - i) DG Sets to provide 24x7 Electrical Power backup



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- j) Outsourcing services like security, arboriculture, housekeeping and automated laundry facilities
- xiii. AIMT faculty or trainers of respective areas of expertise may be involved in aforementioned programmes/ activities with prior approval from the Director, AIMT, Greater Noida such as:-
- a) Business Analytics
 - b) Competency Mapping
 - c) Basics of Networking
 - d) Digital Marketing
 - e) ERP modules
 - f) MS-Office modules
 - g) Entrepreneurship Development Programmers
 - h) Personality Development
 - i) CSR and sustainability
 - j) Team building and Leadership
 - k) Corporate tax planning
 - l) Sales and Distribution
 - m) Market Research
 - n) Financial Planning
 - o) Project Management
- xiv. AIMT students may be involved/participated in aforementioned programmes/ activities as and when required.
- xv. Institute will be a party to all mutually agreed and identified proposals with Medhaj Techno Concept Pvt. Ltd in providing end to end solution to the company comprising of project planning, report, execution and delivery of capacity building projects, Consultancy and Tailor-made MDPs for the specific requirements of the company.

Note:

One employee from each side MTCPL and AIMT will be identified to be acted as overall Project Coordinator. MTCPL and AIMT both will share the project information/upcoming consulting business opportunities with each other to evaluate the opportunity and provide the feedback on feasibility/costing for the project.



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Article - 4

OBLIGATIONS OF THE PARTIES UNDER THIS MOU

- I. MTCPL and AIMT will prepare bid on mutually agreed pre-defined scope of work with prices and commercial terms & conditions, system technical know-how etc. both the Parties (MTCPL and AIMT) will give best price and will abide by price and commercial terms mutually agreed between MTCPL and AIMT before bid submission and further negotiated with end user/ client.
- I. Each party (MTCPL and AIMT) shall be responsible for its own costs and expenses in preparing and carrying out marketing efforts, the preparation of bids and all activities prior to the award of a contract or post award of the contracts by a customer/client limited to respective scope of work and required liability as the supplier.
- ii. Each party (MTCPL and AIMT) shall be responsible for its own costs and expenses of Manpower/expertise/product support/documentary support etc. required for the smooth and successfully execution of the project and till completion of the project (in case of awarded of the assignment/project) limited to respective scope of work and financial responsibility and / or liability.
- iii. MTCPL and AIMT both will share the project information/upcoming consulting business opportunities with each other to evaluate the opportunity and provide the feedback on feasibility/costing for the project.
- iv. Both the Parties (MTCPL and AIMT) will ensure that they put in place the appropriate operational practice and procedure with suitable control parameters to ensure timely and smooth services delivery to the end client/customer.



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Article - 5

PRICE, PAYMENT, FINANCIAL AND COMMERCIAL TERMS OF MOU

- I. All the financial implications will be decided by considering the nature and scope of work, carried in appropriate proportion by both the Parties respectively.
 - I. The payment terms and other commercial terms and conditions of the awarded project/assignment shall be on back to back basis in line with the terms of purchase order / work order placed by the end customer (end user) and same shall be binding upon both the parties.
 - II. The pricing for proposal/bid/EOI/RFP/RFQ/techno-commercial proposal will be done after mutual consultation between both the parties. MTCPL and AIMT shall provide prices for its portion and offer the maximum possible discount to make the bids most competitive. For securing particular jobs, if the situation so warrants, the discount level may be increased after mutual discussion taking into accounts the market conditions giving the due coordination to the financial validity of the ventures.
 - III. MTCPL and AIMT both shall be responsible and do the needful for collection timely payments from the customer; this includes discharge of project related duties as per scope of work and also follow-up with customer for payments.
 - IV. The required Bank Guarantees, with respect to their own share, will be submitted by the both of the parties in case of pre tender and post order if required. However every efforts shall be made by both the parties in participation of tender which do not call for furnishing of EMD/PBG/CPG or on nomination basis Each party (MTCPL and AIMT) shall be responsible for its own cost and expenses in preparing and carrying out marketing efforts, the preparation of bids and all activities prior to the award of contract or post award of contract by customer /client within detailed scope of responsibilities.
 - V. Each party (MTCPL and AIMT) shall be responsible for its own costs and expenses towards Manpower/expertise/product support/documentary support etc. required for the smooth and successful execution of the project and till



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completion of the project (in case of awarded of the assignment/project) within the scope of individual responsibilities to be borne by the individual.

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OTHER & MISCELLANEOUS CONDITIONS OF MOU

1. NON EXCLUSIVITY OF MOU

Followings are the Non exclusivity of the MOU:

- i. This MOU between the parties is on a Non Exclusive basis and does not prevent either party from entering into similar agreements with other or Independently developing (without breach of obligation of confidentiality) material, products and services, same as or similar to the material, products or services provided by the other party herein.

2. AMENDMENT

The obligations of the MTCPL and AIMT have been outlined in this MoU. However, during its operation, circumstances may arise which call for alteration or modifications of the agreement. Except or otherwise provided herein, no addition, amendment to or modification of the MoU shall be effective unless it is recorded in writing and duly signed by authorized representative on behalf of both parties.

3. CONFIDENTIAL TREATMENT

It is understood and agreed that data, know-how and other such proprietary information that was provided or will be provided by party, will remain confidential.

- i. In this MOU the term "Confidential Information" shall mean the Work Product and any and all information relating to the business of MTCPL and AIMT, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by MTCPL or AIMT either directly or indirectly in writing, orally or visually, to any other competitor. Confidential Information does not include information which:



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- i. is in or comes into the public domain without breach of this Agreement by either of The Parties,
- ii. was in the possession of either of The Parties prior to receipt from either of The Parties and was not acquired either of The Parties from either of it, Parties under an obligation of confidentiality or non-use,
- iii. is acquired either of The Parties from a third party not under an obligation of confidentiality or non-use to either of The Parties, or
- iv. is independently developed by either of The Parties without use of any Confidential Information of either of The Parties.

4. **STANDING COMMITTEE FOR IMPLEMENTATION OF MOU**

MTCPL and AIMT shall appoint one official each and shall form a Standing Committee for dealing with the matters pertaining to implementation of this MOU. They will mutually discuss and decide the working arrangement for implementing of provisions of this MOU.

- i. **Mr. Lalit Singh**, designation - **General Manager** of MTCPL will be the Authorized Representative (A.R.) of the or on behalf of MTCPL for standing committee
- ii. **Mr. Subhranshu Mohanty**, designation - **Asst Professor**, of AIMT will be the Authorized Representative (A.R.) of the or on behalf of AIMT for standing committee.

5. **FORCE MAJEURE**

MTCPL and AIMT shall not be under any liability to each other or to any other party in any way whatsoever for the destruction, damage, delay or any other matter of the nature arising out of reasons beyond the control of either party, including but not limited to a war, rebellion, civil commotion, strikes, lock-outs and industrial disputes; fire, explosion, earthquake, Act of God, drought, bad weather, requisitioning or other act or order by any government department, council or other constituted body, and similar other reason.

6. **RESTRICTION ON EMPLOYMENT**

Both the parties (MTCPL and AIMT) have agreed that they will not recruit any members of staff of other party directly.



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7. **DISPUTE RESOLUTION**

In case of any dispute and difference crops up by and between the parties in relation to the obligations as stipulated in this instant MOU, the parties hereto shall try their level best to resolve the dispute amicably, if not resolve, the parties hereto shall have the option to exercise to refer the dispute before the Court of Law having appropriate jurisdiction. The Delhi Court shall have the exclusive jurisdiction.

8. **ARBITRATION:**

The parties agree to use their best effort to resolve any dispute that may arise under the MOU through good faith negotiations, NO party shall commence any arbitration or litigation in relation to this MOU unless it has first invited the Chairman/CMD/MD/Director of the other party to meet with its own Chairman/CMD/MD/Director for the purpose of endeavoring to resolve the dispute on mutually acceptable terms.

8.1 Any dispute arising under this Agreement which cannot be settled by negotiation between the parties or their respective representatives shall be submitted to arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final. The venue of arbitration shall be at Delhi.

8.2 Except where otherwise provide in the contract/MOU, all questions and disputes relating to the meeting of the specifications, design, drawing and instructions before mentioned and as to the quality, claim, right manner or thing, whatsoever any way arising out of or relating the contract/MOU, Design , drawings, specifications estimates, instruction, orders or these conditions or otherwise concerning the works or the execution of the failure to execution or failure to execute the same, whether arising during the bidding, the progress of the work or after completion or abandonment there for shall be referred to the sole arbitration of the persons jointly appointed by the Chairman & Managing Director of **Medhaj Techno Concept Pvt Ltd and the chairman of Army Institute of Management and Technology acting as such** , at the time of dispute. The Arbitrator to whom the matter is originally referred, being vacated his office or being unable to act for any reason, the Chairman & Managing Director (CMD) and the Chairman shall appoint another person to act as Arbitrator in accordance with the terms of the contractor/MOU. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it. The arbitrator so appointed shall adjudicate the matter in accordance with the arbitrator and conciliation act 1996 or any statutory modifications or re-


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enhancement thereof and the rules made there under and for the time being in force shall apply to the arbitrator proceedings under this clause. The arbitrator shall give reasons for the Award. All disputes shall be subject to the jurisdiction of courts at Delhi only.

B.3 Where the arbitrator Award is for the payment of money, no interest shall be payable on whole or nay part of the money for any period till the date on which the Award is made.

B.4 NOT THIS STANDING anything contained in any other law for the time being in force, in matters or arbitration governed by this agreement/MOU, no other arbitrator shall adjudicate the matter of the disputes except to appoint in clause 20.1 of this agreement.

9. This MOU shall be constructed and governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of Delhi courts of Law.
10. Unless otherwise specifically mentioned all notices, communication & statement shall be English language.
11. Notices and other communications under this MOU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MOU.

1. ADDRESSES:

Medhaj Techno Concept Private Limited

1.1. Registered Office:

Medhaj Tower, CP-150, Sector-D1, Power House Chauraha, Aashiana, Kanpur Road, Lucknow- 226012, Uttar Pradesh
Telephone: + +91-522-2425912, Fax: + +91-522-2425913
Email: mtcpil@medhaj.com

1.2. Regional Office:

248, IInd Floor, Sant Nagar, East of Kailash, New Delhi-110 065 (India)
Telephone: +91-11-41090361 Fax: +91-11-41090359
Email: nro@medhaj.com

2. ADDRESSES:

Army Institute of Management & Techonology (AIMT)



MTCPL, Lucknow, Delhi



AIMT, Gr. Noida



2.1 Campus Office:

Plot No. M-1, Pocket P-5, Near AWHO Township,
Greater NOIDA, Gautam Buddh Nagar, Uttar Pradesh-201306
Telephone Nos: 0120-2329512, 2329503, 2329505
E-mail: registrar@aimt.ac.in Website: www.aimt.ac.in

12. DURATION OF MOU

This MOU shall take effect on the day of execution of this MOU (the Effective Date) and shall endure for the period of 05 (Five) years (Term) from the effective date and which could be extended for such further period on such terms and conditions as may be mutually agreed upon by and between the parties herein. However if any order/project is awarded, a separate definitive Agreement shall be executed by and between the parties.

13. GOVERNING LAW

This MOU and its validity, interpretation and performance will take effect and be governed under the laws of India. Venue in any action in law or equity arising from the terms and condition of this MOU shall be the court of appropriate jurisdiction in Delhi (INDIA)

Article - 7

GENERAL CONDITIONS OF MOU

1. MTCPL and AIMT jointly will make efforts to secure identified projects for related field on mutually exclusive basis wherein MTCPL or AIMT (either of the party) will act as lead partner or vice versa during the term of this MOU and such extended period mentioned in clause 12 of Article 6, MTCPL and AIMT shall not enter into any teaming arrangements with any other party for any component of the specific identified project in India for which they are jointly bidding under this MOU. MTCPL and AIMT will constantly follow up with the bodies/customer/client and authorities/client (Government, Corporate or Private) for their requirement.
2. MTCPL and AIMT shall endeavor to take projects from Govt. authorities or Corporate/Private sectors for joint execution by MTCPL and AIMT in Energy, Power, IT, Roads, Bridges, Highways, Railways, Oil & Gas, Irrigations, other infrastructure and water & resources sectors etc., on award of these contracts, Parties shall execute the



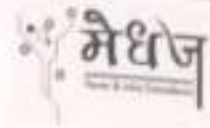
MTCPL New Delhi

MEMORANDUM OF UNDERSTANDING



AIMT, Gr. Noida

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same through, joint Venture/consortium as per responsibilities matrix to be mutually agreed on case to case basis in case of award of the contract.

3. After mutual consultation a joint team consisting of representatives of the parties will be formed for various activities like, identification of projects, technical discussions, deciding the preparations of technical and final bid, terms & conditions and demonstrations of functionality required for the identified projects.
4. MTCPL and AIMT hereby mutually agree that both of them shall remain as irrevocable members of the tie-up for the complete execution and completion of the project identified/awarded.
5. Expenses towards proposal preparation would be borne by MTCPL and AIMT for their own part. MTCPL and AIMT will not reimburse any such expenses to each other towards preparation and submission of the bid.
6. A detailed agreement shall be entered into between MTCPL and AIMT before submission of the bid wherein detailed scope of work for each party shall be mutually agreed. The professional fee/remuneration will depend upon scope of MTCPL/AIMT involvement and would be mutually agreed before the commencement of work and paid accordingly after payment is received from the ultimate client/customer.
7. MTCPL and AIMT agree to keep confidential all information shared with each other and disclose to third party only after taking prior written consent of each other. MTCPL and AIMT shall provide all technical support and training to manpower as per requirement of clients/owners.
8. Nothing herein is intended nor shall be constructed as creating any exclusive arrangement. This MOU shall not restrict either of the Party for entering into similar arrangement with other entities depending upon business need. By Using this MOU, the 'Parties' acknowledge that it correctly records the understanding they have reached with regards to the project.

IN THE WHEREOF, each Party hereto has caused this MOU to be executed in duplicate to be effective as of the effective Date, by its duly authorized representative.

IN WITNESS WHEREOF, THE PARTIES hereto have carefully gone through the contents of the Memorandum of Understanding (MOU) and agreed to abide by the terms and



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MEMORANDUM OF UNDERSTANDING



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conditions as laid down therein in totality and shall be legally bound, THE PARTIES have duly executed this Agreement by their authorized representatives as of the Date Month and Year written above.

First Party
Signed for and on behalf of
Medhaj Techno Concept Pvt. Ltd


Lalit Singh
(General Manager)




Second Party
Signed for and on behalf of
Army Institute of Management & Technology



Dr. Pawan Gupta
(Director)



Signature of the Witness:

1. Witness (sign): 
Gaurav Lohani
(Dy. General Manager)

Signature of the Witness:

1. Witness (sign): 
Subhranshu Mohanty
(Asst. Professor)



MTCPL, New Delhi



AIMT, Gf. Noida