

Memorandum of Understanding (MoU)
Between
Nepal Investment Mega Bank Limited
And
Nepal Engineers' Association (NEA)

This MoU made and entered in this day 05th June 2025 by and between M/s Nepal Investment Mega Bank Limited (hereinafter referred to as the "Bank") which registered address is ward no 01, Durbarimarg, Kathmandu, Nepal

AND

M/s Nepal Engineers' Association (hereinafter referred to as the "NEA") which registered address is Pulchowk Lalitpur, Nepal

WHEREAS NEA is the non- political and non- profit making organization established as umbrella organization of Nepalese Engineers in 1962 under the Social Service Act of the Government of Nepal intend to have a MoU with the Bank for banking services to the Engineers associated with NEA.

AND

Bank is licensed by competent legal authority for carrying out services has agreed to provide banking services to the member Engineers referred by the NEA as per the MoU.

NOW THEREFORE; for and in consideration of the covenants and MoU hereinafter set forth, both the parties to this MoU agree and consent under the following terms and conditions stated here in below:

1. Purpose of the MoU

To provide banking services to the members of NEA as mentioned in the MoU and to promote banking services of Nepal Investment Mega Bank Limited.

2. Duration

The terms of the MoU shall commence upon signature. However, the MoU shall be revised every year with mutual understandings and further changes, if required.

The terms and conditions of this MoU can be changed/altered/amended by mutual consent of both parties.

3. Responsibilities of NEA

1. Shall list NIMB and its logo as the "Banking Partner" of NEA.
2. Shall promote the Bank products and services to the NEA members and encourage its members to open NIMB Professional Savings Account.
3. Shall route entire Banking and Financial Transactions of Nepal Engineers' Association through Nepal Investment Mega Bank Limited during the tenure of this MoU.
4. NEA shall facilitate the Bank in onboarding bulk accounts of NEA members.



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5. Shall promote the Bank's products in the website and through social media, calendar, annual report and publications, if any.
6. For effective recovery of loan disbursed to NEA members, if any, NEA will facilitate the Bank by issuing notice to members availing loan/ holding the renewal of membership or any other agreed measures deemed necessary.
7. The Bank shall be the Exclusive Banking Partner of NEA and NEA shall not enter into any MoU with other Banks and Financial Institution as Banking Partner during the tenure of this MoU.

4. Responsibilities of BANK

1. Shall open '**NIMB Professional Saving Account**' of member Engineers at any of the Bank's branches. While opening this Savings Account, the NEA members are required to provide an Identity Card of the NEA and Renewed Membership Letter provided by the NEA through Central/ Province Office, in addition to all other required documents as per the guidelines and policies of the Bank and NRB, issued from time to time.
2. Shall provide banking services (including Clean Social and Startup Loans) to the members of NEA on a priority basis through all branches of the Bank as per Bank's rule.
3. Shall provide Loan from all branches of the Bank to the registered members of NEA. However, the Bank shall have full discretion to accept/reject the loan application to the members of NEA based on several factors such as the eligibility criteria and submission of required documents under the Professional/Startup Loan Product Paper of the Bank.
4. Shall notify NEA of list of all loans availed under 'Clean Social Loan and Startup/Business loan' by its member Engineers on a regular basis.
5. Shall provide the list of loan defaulters (members of NEA), if any, from time to time.
6. Shall take all recovery action including but not limited to black listing, bank account block, lodge case at Debt Revenue Tribunal or competent court etc. to recover dues of the Bank if the concerned member breaches the terms and conditions mentioned in the Loan Offer Letter of the Bank.

5. Other Terms and Conditions

1. NEA members who already has Bank Account, shall have to convert to '**NIMB Professional Saving Account**'. No insurance coverage shall be provided to members without '**NIMB Professional Saving Account**', accounts failing to maintain minimum required balance and non-transacting accounts for last six months. In addition, NEA members maintaining NIMB Professional Saving Account must mandatorily use NIMB smart app to be eligible for any insurance claim.
2. If the NPA of Clean Social Loan disbursed to the NEA members crosses the limit of 4.0% or above of the total loan provided to the NEA members, future applicants from the association will not be eligible for the loan.
3. NEA Shall facilitate the Bank in onboarding bulk accounts of NEA member and assure that at least 10,000, new accounts of members will be onboarded within 1st year of the agreement.



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6. Procedures for settling disputes

1. All disputes or differences arising between the Parties concerning this MoU shall be settled expediently and amicably through discussions and negotiations.
2. If the disputes or differences cannot be resolved within 30 (thirty) days from the date of dispute, such dispute or difference including interpretation or the rights and liabilities of the Parties shall be subject to the exclusive jurisdiction of the Courts of Kathmandu, Nepal.
3. In case any legal dispute has to be settled through the Courts as mentioned in Sub-Section (b) of this Section, the legal cost and/or fees shall be incurred by the Parties themselves.
4. This MoU shall be governed by the prevailing laws of Nepal.

7. Representatives

The representatives of the parties to this MoU shall be:

On Behalf of the Bank:
Ms. Jenu Thapa
Chief Marketing Officer

On Behalf of NEA
Er. Binod Prakash Pandit
General Secretary

8. Amendment

1. This Agreement may be changed, amended or otherwise modified only by means of written agreement executed by the authorized representatives of both the parties.
2. Any amendments made to this MoU shall be considered.

9. Force Majeure

1. Neither party is responsible for any failure to perform its obligations under this MoU, if it is prevented or delayed in performing those obligations by an event of force majeure.
2. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this MoU must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this MoU and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfil its or their obligations under the contract.
3. Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this contract.
4. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

10. Termination

1. Either of the Party involved may terminate this MoU by providing a written information to the other Party.
2. The Party terminating this MoU shall provide a 30 (thirty) days' advance notice in regards to the termination to the other Party.
3. The termination of this MoU shall not affect the existing rights and liabilities of the Parties.



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11. Counterparts

This MoU has been executed in two copies. The counterparts shall be deemed to constitute one instrument.

The undersigned agree to above terms

For and on behalf of the **BANK:**



Jyoti Prakash Pandey
Chief Executive Officer
Date:

For and on behalf of the **NEA:**



Er. Subash Chandra Baral
President
Date:

Witness:



Jenu Thapa
Chief Marketing Officer
Date:



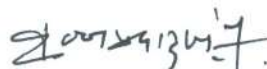
Er. Binod Prakash Pandit
General Secretary
Date:



Srijana Basnet (Neupane)
Dy. Head - Marketing Department
Date:



Er. Suman Thapa
Treasurer
Date:



Er. Krishna Prasad Pokharel
Joint Treasurer
Date:

Annexure I

Our Banking Products Offer

1. Features of NIMB Professional Savings Account

S. No.	For Nepal Engineers' Association	
1	Minimum Balance	1000.00 (NPR)
2	Cheque book facility	Free
3	Interest Rate	3.50% p.a.*
4	Accidental Insurance	NPR 1,000,000/- Flat coverage (Accidental and Permanent Disability)
5	Visa Debit Card**	Free Issuance Fee for First Year
6	Credit Card***	Free Issuance Fee for new card
7	NIMB Smart Mobile Banking	Free for First Year
8	Instabuy Facility	Prioritized
9	LPF Facility	25% Discount on Business Loan (provided the shareholding of the account holder must be more than 50%)
10	Demat Account Facility	Free for First Year
11	FCY Exchange Facility	10 paisa FCY Premium/Rebate on Exchange
12	Virtual Prepaid Card	50% Discount on Issuance Fee
13	E-commerce Registration	Free

*Interest rate are subject to change as per the market.

** Debit card bearing the logo of NEA will be issued. The arrangement for co- branded debit card will be made once the volume of card application reaches 10,000 in number.

*** The minimum limit of credit card is NPR 25,000.

1.1 NIMB Karmachari Bachat Khata

This savings account has been specifically customized to provide premium services to you and your employees. To facilitate our relationship, we offer the following benefits to the Staff Salary Accounts of your employees maintained with us.

With this scheme, your employees can avail the following benefits:

S. No.	Features of NIMB Karmachari Bachat Khata	
1	Minimum Balance	Zero
2	Cheque book facility	Free
3	Interest Rate	3.00% p.a.*
4	Visa Debit Card	Free Issuance Fee for First Year
5	Credit Card	Free Issuance Fee for First Year
6	NIMB Smart Mobile Banking	Free for First Year
7	NIMB Smart Loan	Available up to 5 lakhs
8	Instabuy Facility	Prioritized
9	Demat Account Facility	Free for First Year
10	Prepaid Dollar Card	Available
11	Travel Card	Available
12	E-commerce Registration	Free
13	Retail Loan	Prioritized

*Interest rate are subject to change as per the market.



2. Features of the Clean Social Loan

List of the Parameters with facilities/features		
S. No.	Parameters	NIMB Clean Social Loan
1	Interest Rate	Base Rate + 3.0%
2	Age	25 - 60 years (age of the applicant should not be more than 60 years at the time of maturity of loan)
3	Loan Amount	Up to NPR 15,00,000.00
4	Loan Processing Fee	0.50% (0.25% discounted on Loan Processing Fee)
5	Tenure	Term Loan - Up to 5 years
6	Other Charges	CIC and Term Life Insurance as per actual cost
7	Loan Type	Term Loan

***Note: While applying for Clean Social Loan Facility, Member Engineers are required to submit recommendation letter issued by Central or Province Office of Nepal Engineers' Association (NEA) and renewed membership card of NEA and NEC (Nepal Engineers' Council).**

The required minimum documents for processing of NIMB Clean Social Loan are as under:

Initial Documents

- Recommendation letter
- Letter from Employer
- 2 Passport sized photographs of the applicant
- Photocopy of Citizenship Certificate or Passport- Applicant/Guarantor
- PAN Certificate of the Applicant
- Original Salary Certificate and Salary Slip/Salary routed bank statement minimum of 6 months
- Latest Tax paid proof on salary income
- Residence verification documents (LOC, Electricity Bill or water Bill copy ETC)

Forms to be filled up in the Bank

- Basic Information Sheet (Bank Format)
- Loan application form duly filled and signed
- Account opening forms

Security Documentation after approval of loan file

- Credit Facility Offer Letter accepted by the applicant
- Assignment of Receivable
- Promissory Note
- Under taking of borrower
- Loan Deed
- Personal Guarantee
- Disbursement Request
- Debit Authority



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3. Startup Loan

S. No.	Particulars	Proposed
1	Loan Amount	As requested / justified by the business based on the satisfactory credit due diligence from the side of the Bank
2	Interest Rate	<u>Loan Amount upto NPR 20 million</u> Base Rate +1.0 % p.a. or Fixed Interest Rate 7.99% p.a. for one year (revolving)
3		<u>Loan Amount above NPR 20 million</u> As per published rate
4	Loan Processing Fee	0.5% of funded facility
5	Security Coverage	At least 100% on FMV
6	D:E Ratio	At least 75:25

Required Documents

Registration Documents

- Valid Registration Certificate, PAN/VAT, license (wherever applicable),
- Valid License from Department of Industries or from Department of Commerce and Supply Management (Banijya Darta) wherever applicable
- Memorandum of Association, Article of Association in case of company
- Partnership Deed in case of Partnership Firm
- Valid Excise Registration Certificate (wherever applicable for eg. Liquor, tobacco industries / trading, cement manufacturing etc.)
- Recent Share Lagat / List of Directors certified by company registrar's office.

Financials Document:

- Audited financial of at least last 2 years and projected financials for at least 3 years in case of Fluctuating Working Capital loan. Audited financial of at least last 3 years and projected financials for at least 5 years in case of Permanent Working Capital loan. Audited financial of at least last 2 years and projected financials till the tenure of loan in case of term loan.
- Obtain copy of financial details including submission number in line with the format and instruction as prescribed by NRB (Loan application through Integrated Tax System wherever applicable.)
- Tax Clearance Certificate of latest fiscal year (if applicable).
- Bank statement and loan category certificate of existing bank in case of SWAP.
- Others (as applicable)

General Document

- Updated KYC of directors/shareholders at least with shareholding of 10% or more
- Self-Attested copy of Citizenship certificate of the borrower / guarantor
- Relationship verifying documents



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Request of the Loan:

- Written Application for the loan
- Board Minutes in case of company
- Special Resolution in case of loan more than 100% of paid up plus free reserve (if applicable).
- Resolution of Partners/Board of Directors for availing:
 - For loan more than 100% of paid up plus free reserve in case company (if applicable).
 - Authorization of signing security document
 - Authorization to mortgage proposed collateral
 - Undertaking
 - Corporate Guarantee

Document Related to Land and Building

- Copy of Land ownership document (Lalpurja)
- Cadastral map (Blue print / trace map)
- Certificate of four boundaries (Char Killa)
- Approved Building Design (in case of under construction of building)
- Construction Completion Certificate (if applicable)
- Tax paid Receipt (Recent Tiro Tireko Rasid)
- Valuation report
- Transfer deed (Rajinama, Bakaspatra, Ansabanda etc.)
- NOC from legal heirs for mortgage of the property/ies in Bank's favor.

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