



Swadeshi Industries & Leasing Limited

Regd. Office: 303, Apollo Arcade, Prem Co-op Soc Ltd, R.K. Singh Marg, Mogra Pada, Andheri East, Mumbai, Maharashtra, 400069

CIN: L45209MH1983PLC031246

Web: www.swadeshiglobal.com

Email: compliance@swadeshiglobal.com

Tel: 022- 28540094

Date: November 12, 2025

To,

The Manager – Listing Compliance
BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort,
Mumbai- 400001

Subject: Intimation under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 – Strategic Partnership Agreement

Dear Sir/Madam,

We wish to inform you that Swadeshi Industries & Leasing Limited (SIL) has entered into a strategic business partnership with Perlas Weil Flores International Trading Corporation, Philippines (PERLAS) along with Flores Inc.

This partnership focuses on strengthening business cooperation between India and ASIAN countries, particularly in areas such as:

- Development of MSME Industrial Parks in the Philippines and other ASIAN nations
- Promotion of enterprise setup within Swadeshi MSME Industrial Business Parks in India
- Agriculture & agrotech food processing, industrial development, technology exchange, renewable energy, EV mobility, and startup incubation

The agreement was signed between:

Dr. Nitin Sharma, Director – Swadeshi Industries & Leasing Limited and

Ms. Julie Anne Flores, President & CEO – Perlas Weil Flores International Trading Corporation, Philippines

This collaboration aligns with long-term objectives of enhancing bilateral trade, entrepreneurship, sustainable industrial growth, women empowerment, and rural development. SIFL is currently developing 100 MSME Industrial Parks in India, with the first project planned at Udaipur (Thimoli & Salasar), Rajasthan.

We request you to kindly take the above information on record.

Thanking you,

Yours faithfully,

For Swadeshi Industries & Leasing Limited

Lalkrishna Sharma

Director

(DIN: 09527277)

Place: Mumbai

Encl: As stated above

NOTARISED

VOL. 77

J. Routray
Notary, Bhubaneswar

SL NO 905

DT 27/02/2012



AUTHENTICATED



(154 1547)

MEMORANDUM OF UNDERSTANDING

BETWEEN

Perlas, Weil, Flores International Trading Corp. (Philippines)

AND

Swadeshi Industries and Leasing Limited (India)

ON

BILATERAL TRADE, INVESTMENT, INDUSTRIAL INNOVATION, AND SUSTAINABLE DEVELOPMENT



[Signature]

[Signature]
NOTARY, GOVT. OF ODISHA
BHUBANESWAR
REGD. NO. ON-86/2012
Mob No-7978581217

[Signature]



THIS MEMORANDUM OF UNDERSTANDING (MoU) is made and executed at Bhubaneswar, Odisha, India, on this 6th day of November 2025,

BY AND BETWEEN

Perlas, Weil, Flores International Trading Corp., (PERLAS): a corporation duly organized and existing under the laws of the Republic of the Philippines, having its registered office at 16th Floor, IBM Plaza Building, Eastwood Avenue, Barangay Bagumbayan, Quezon City, Philippines, represented herein by Ms. Julie Anne Flores, Founder and Chief Executive Officer, duly authorized for this purpose, hereinafter referred to as "PERLAS",

AND

Swadeshi Industries and Leasing Limited (SIL): a company incorporated under the provisions of the Companies Act, 1956 (India), having its registered office at 303, Apollo Arcade, R.K. Singh Marg, Andheri (East), Mumbai - 400069, Maharashtra, India, represented herein by Dr. Nitin Sharma, Director, duly authorized for this purpose, hereinafter referred to as "SIL",

PERLAS and SIL are hereinafter collectively referred to as the "Parties" and individually as a "Party." RECITALS

WHEREAS, the Parties wish to collaborate to strengthen bilateral trade, MSME development, agro-industrial cooperation, and sustainable economic growth between India, the Philippines, and South Asian countries;

WHEREAS, the Parties desire to jointly promote Swadeshi Global MSME Industrial Parks, research in agro-industries, and investment linkages through cooperative and industrial associations;

WHEREAS, the Parties agree to facilitate liaisoning with cooperative development authorities and industrial bodies in their respective jurisdictions to promote investments, finance, and entrepreneurship;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants contained herein, the Parties hereby agree as follows:

ARTICLE 1 - OBJECTIVES

The primary objectives of this MoU are to:

1. Promote bilateral trade, MSME industrial development, and investment cooperation;
2. Establish Swadeshi Global MSME Industrial Parks in India, the Philippines, and South Asian countries;
3. Facilitate research, technology transfer, and agro-industrial R&D;
4. Create a platform for cooperative-based industrial financing and entrepreneurship;
5. Strengthen the Make in India - Market in Asia initiative through cooperative and industrial collaboration.

Clause: Establishment of Entrepreneurship Incubation Centre

SIL shall establish and operate its Entrepreneurship Incubation Centre in India, dedicated to providing training, mentorship, guidance, and growth support to MSME entrepreneurs with a focus on innovation, sustainability, and inclusive development.

PERLAS shall collaborate with Swadeshi in setting up a similar Entrepreneurship Incubation Centre in the Republic of the Philippines, aligning with the same objectives and vision. PERLAS shall liaise and coordinate with all concerned



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Government authorities, development agencies, and private sector organizations in the Philippines to facilitate necessary permissions, partnerships, and operational support for the successful establishment and functioning of the Centre.

Both parties agree that these Centres shall work in close coordination to promote bilateral cooperation, knowledge exchange, and joint initiatives aimed at fostering MSME entrepreneurship and sustainable business growth in both nations.

ARTICLE 2 – AREAS OF COLLABORATION

2.1 MSME Industrial Parks

The Parties shall jointly establish Swadeshi Global MSME Industrial Parks for manufacturing, incubation, and industrial training. PERLAS shall promote and facilitate foreign investment participation, site coordination, and policy support through relevant authorities in the Philippines and ASEAN. SIL shall manage design, operations, infrastructure, and technical management of MSME parks, ensuring compliance with Indian and international standards.

2.2 Liaoning with Cooperative and Industrial Authorities

1. PERLAS shall liaise with the Cooperative Development Authority (CDA) of the Republic of the Philippines and related cooperative and business organizations to:
 - Facilitate financial assistance and cooperative funding for MSME Park projects;
 - Introduce Philippine industrialists, entrepreneurs, and cooperatives for participation and investment;
 - Promote joint cooperative industrial ventures between Philippine and Indian enterprises; and
 - Support microfinance, rural entrepreneurship, and women-led enterprise initiatives aligned with MSME park development.
2. SIL shall liaise with Indian cooperative and industrial development authorities, including the National Cooperative Development Corporation (NCDC), MSME Ministry, and State Cooperative Federations, to:
 - Mobilize Indian entrepreneurs, industrialists, and cooperatives for investment and collaboration;
 - Facilitate technology partnerships and industrial linkages between Indian and Philippine MSMEs; and
 - Coordinate with financial and cooperative institutions for project funding, leasing, and capacity building.
3. Both Parties shall establish a Cooperative Industrial Development Task Force to monitor, promote, and coordinate all cooperative-linked industrial activities under this MoU.

2.3 Agro Research and Development

Swadeshi Group shall undertake R&D activities for new agro-product cultivation and processing in the Philippines and South Asian countries. PERLAS shall support local implementation, farmer cooperatives, and export linkages for agro-products developed under this collaboration. Joint initiatives will focus on sustainable farming, food processing, and exportable agricultural products.

2.4 Bilateral Trade and Export-Import Facilitation

Cooperation shall extend to Agro products, industrial machinery, renewable energy equipment, processed food, herbal, and MSME goods. PERLAS will act as the trade and marketing partner for Swadeshi products in the Philippines and ASEAN

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6 Nov 2025
J. Rautray
Notary, Bhubaneswar

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countries. SIL will act as the import-export coordinator for Philippine goods in India. Both Parties shall jointly facilitate registration, certification, and logistics for goods traded under this arrangement.

2.5 Trade Finance and Cooperative Funding

Joint exploration of funding from cooperative financial institutions, EXIM Bank, NCDC (India), and CDA-linked cooperatives (Philippines). Establishment of joint cooperative venture funds for financing MSME park installations and export activities.

ARTICLE 3 – IMPLEMENTATION MECHANISM

1. A Joint Steering and Coordination Committee (JSCC) will be formed, comprising equal representatives of both Parties.
2. Perlas Global Development & Trade Pvt. Ltd. (India) shall act as the implementation arm of PERLAS in India.
3. The JSCC shall meet twice annually to review progress, approve project proposals, and oversee compliance with cooperative and industrial development norms.

ARTICLE 4 – TRADE LOGISTICS AND SUPPLY CHAIN

The Parties will establish logistics hubs in India and the Philippines for warehousing and export facilitation. Collaboration will include customs clearance support, port coordination, and digital trade platform integration.

ARTICLE 5 – LEGAL COMPLIANCE

Both Parties shall ensure compliance with all applicable laws of India, the Philippines, and relevant South Asian jurisdictions, including FEMA, GST, DTI, and CDA regulations. All trade transactions shall be governed by separate contracts executed in conformity with Indian and international trade laws.

ARTICLE 6 – CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Each Party shall maintain confidentiality regarding proprietary or financial information exchanged. Intellectual Property developed jointly shall be governed by a separate IP Agreement.

ARTICLE 7 – DISPUTE RESOLUTION

Any dispute shall first be resolved through amicable negotiation. Failing which, the matter shall be referred to arbitration in Bhubaneswar, Odisha, as per the Arbitration and Conciliation Act, 1996 (India). Arbitration proceedings shall be in English, and the decision shall be final and binding.

ARTICLE 8 – GOVERNING LAW AND JURISDICTION

This MoU shall be governed by the laws of the Republic of India and subject to the exclusive jurisdiction of the courts at Bhubaneswar, Odisha.

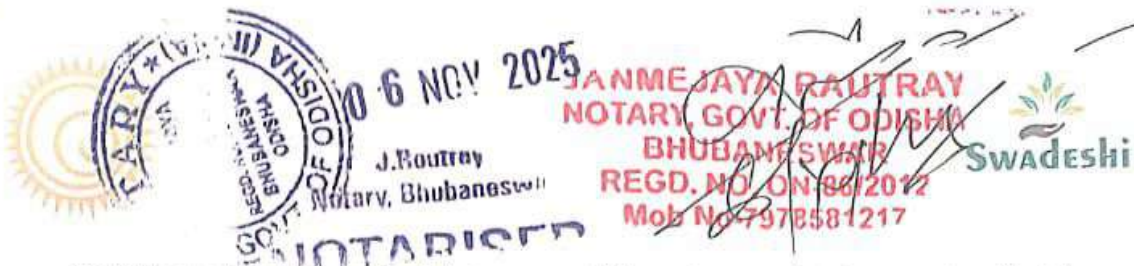
ARTICLE 9 – GOOD FAITH AND NEXT STAGE

Both Parties acknowledge that this Memorandum of Understanding expresses their shared intent to strengthen bilateral cooperation and expand the scope of industrial, trade, and cooperative partnership between India and the Philippines.

[Signatures]

[Circular notary stamp of Janmejaya Rautray, Notary, Govt of Odisha, Bhubaneswar. The stamp includes the text 'NOTARISED' and 'GOVT OF ODISHA'.]

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The Parties agree that a follow-up formal signing ceremony shall be jointly organized with the participation of the Embassy of the Republic of the Philippines in India and the Government of Odisha, to formalize this strategic partnership and institutionalize the Swadeshi Global MSME Park and Cooperative Development Initiative.

Both Parties undertake to work in good faith, maintaining transparency, mutual trust, and cooperative engagement in all subsequent discussions, project agreements, and joint undertakings arising from this MoU.

ARTICLE 10 – DURATION, TERMINATION, AND RENEWAL

This MoU shall remain valid for five (5) years from the date of execution. Either Party may terminate it with three (3) months' written notice. This MoU may be renewed or amended only by mutual written consent.

ARTICLE 11 – FORCE MAJEURE

Neither Party shall be liable for non-performance due to circumstances beyond its control, including natural disasters, wars, or government restrictions.

ARTICLE 12 – NON-BINDING EFFECT

This MoU is a statement of intent and does not create any enforceable legal obligations except for the provisions on Confidentiality, IP, Governing Law, and Arbitration, which shall be binding.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective organizations, have executed this Memorandum of Understanding on the date first above written.

For and on behalf of

Perlas, Weil, Flores International Trading Corp., (Philippines)

Signature: _____

Ms. Julie Anne Flores (Founder & CEO)

Date: 6/11/2025

Place: _____

For and on behalf of

Swadeshi Industries and Leasing Limited (India)

Signature: _____

Dr. Nitin Sharma (Director)

Date: 6/11/2025

Place: Bhudaneswar

Witnesses:

1.

Name: Rajar Ranjan
Address: _____

2.

Name: Jennifer Salvador
Address: Bhudaneswar

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