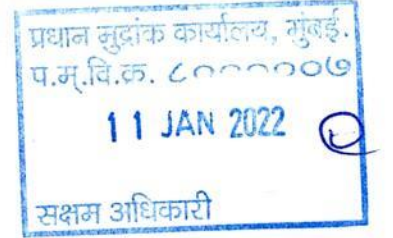


महाराष्ट्र MAHARASHTRA

© 2021 ©

ZM 759694



श्री. सी. टी. आंबेकर

### Memorandum of Understanding

This Memorandum of Understanding (herein after "Memorandum" or "MoU") is dated this 25-09-2022.

### BETWEEN

Ecube Institute having its office at 201, B-Wing, Shanti Enclave, Mira Road (E) - 41107 (hereinafter referred to as "First Party" which expression shall mean and include its legal heirs, administrators and permitted assigns),

### AND

Nirmala Memorial Foundation College, having its office at Kandivali East (herein after referred to as "Second Party" which expression shall mean and include its legal heirs, administrators and permitted assigns).

(referred to herein as "Parties" or individually as "Party")

### WHEREAS

A. The parties are interested in working together in connection with the Purpose which is described in this Memorandum.



Dinanath chowrasia

100105

जोडपत्र-१/Annexure-I

फक्त प्रतिज्ञापत्रासाठी/Only for Affidavit

मुद्रांक विक्री नोंद वही अन्व. क्रमांक/दिनांक  
Sales Register Serial No/Date

मुद्रांक विकत घेणाऱ्याचे नांव व रहिवाशी पत्ता व  
Stamp Purchaser's Name/Place of  
Residence & Signature

श्री राजन गणपत शिंदे परवानाधारक मुद्रांक विक्रेता

परवाना क्रमांक एल.एस.व्ही.-८०००००९

जी-३, वैभव नगर, अल्फा विहार हॉटेलच्या बाजूला,  
ए.ए.सी. कार्यालयच्या मागे, एस.टी.रोड,  
मालवण (पश्चिम), मुंबई-४०० ०६४.

ज्या कारणासाठी ज्यांना मुद्रांक घ्यावे त्यांच्या त्रुटीच्या कारणासाठी  
मुद्रांक खरेदी केल्यापहून ६ महिन्यांत वापरणे बंधनकारक आहे

Tel.: 28807359 / Mob.: 9820141066

Nirmala Memorial Foundation

Asha Nagar, D.S. Road,

Thakur Complex Kandivali (East),

Mumbai-400 101.

27 JAN 2022

27 JAN 2022



B. This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each party.

C. This Memorandum is not intended to be legally binding but is intended to document the expectations of each Party except obligation contained in the Clause de Confidentiality which is intended to be binding of Parties herein.

D. Each Party respectively is expected to act in good faith in accordance with this Memorandum.

### **(1) PROJECT AND PURPOSE**

(a) The Parties intend to investigate the purpose of working together and/or to actually work together on a project which will be referred to as "**Let's Learn English**".

(b) The Project has the following purpose:

Improving the linguistic abilities through vocabulary building, free speech, basic grammar and sentence construction and overall personality development through innovative and creative ideas in the area of education.

### **(2) NON BINDING MEMORANDUM**

(a) The Parties hereby acknowledge and agree that:

(I) The term of the Memorandum is not intended to be legally binding except obligation contained in the Clause on Confidentiality which is intended to be binding on the Parties here in and

(II) The terms of the Memorandum are not exhaustive and

(III) The terms of the Memorandum are expressly "Subject to the contract" until a final written contract in relation to the Project is entered by the Parties,

(IV) Nothing in this Memorandum will be construed as creating any legal relationship between the Parties

(V) This Memorandum does not create any rights, obligation or duties for any Parties excepts obligations contained in Clause on Confidentiality which is intended to be binding on the Parties herein.

(VI) This Memorandum is a statement of intent of the Parties and is intended to encourage mutual cooperation.

(VII) Nothing in this Memorandum affects any other agreement(s) which may exist between the Parties as the date of this Memorandum or at any subsequent date.

(VIII) Notwithstanding the preceding subclauses hereof, this Memorandum provides and accurate representation of the Parties' respective intention as at the date of this Memorandum.

### **(3) CHANGES TO MEMORANDUM**

(a) This Memorandum may be amended at any time of agreement between the Parties.

(b) Any changes to this Memorandum must be made in writing and signed by the Parties.

### **(4) GENERAL OBLIGATIONS**

(a) Notwithstanding the non- bending nature of this Memorandum, the Parties will act in good faith and will use their best endeavours to achieve the Purpose and to give effect to the terms of this Memorandum.

(b) The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to this Memorandum.

(c) Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties' relationship with one another and in order to pursue the Purpose.



Dinanath Ehowrasia

## **(5) ROLES OF THE PARTIES**

(a) Nirmala Memorial Foundation College of Commerce and Science will have the following obligations in the relation to this Course.

- (1) Enrolling students for the project
- (2) Attainment of minimum 30 hours per student per year
- (3) Tenure of MoU : 1 year
- (4) Encouraging students to participate in activities, discussions to achieve primary and ancillary objectives of organisation.

(b) Ecube Institute will have the following obligations in the relation to this Course.

- (1) Structure the program and syllabus for the course.
- (2) Arrangement of the faculties and training staff for the course.
- (3) Study material to be provided by the institute.
- (4) Assessment related activities to be carried out.

## **(6) TIMING AND DURATION OF PROJECT**

(a) This Memorandum will commence on the 08th day of October, 2022.

(b) The Parties will negotiate in good faith in order to sign a final and legally binding agreement in relation to the Project (the "Agreement") on or before 08 October, 2022.

(c) This Memorandum will remain in effect until the Agreement commences, or unless and until otherwise terminated by the Parties.

(d) The Parties may terminate this Memorandum by mutual agreement.

(e) Either Parties may terminate this Memorandum by providing the following notice in writing to the other Party. The notice period being 2 months.

## **(7) GOVERNING LAW**

This MOU and all issues arising out of the same shall be construed in accordance with the laws of India.

SIGNED BY THE PARTIES THIS DATE

*Dananath Chowrasia*

Ecube Institute

*[Signature]*

Nirmala Memorial Foundation College of Commerce & Science

