भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2023 ◐ 91AA 115516

जिल्हा कोषागार कार्यालय नुसार
पु.दिनांक
20 MAR 2024
मु.प्र.ली / अ.को.अ.

प्रतिज्ञापत्र कागदावर लिहून घ्यावयाचे आहे.
प्रतिज्ञापत्रासाठीचे कारण
प्रतिज्ञापत्र करून देणाऱ्या व्यक्तीचे नाव
मुद्रांक विक्री बाबतची नोंद वही अनु.क्र. दिनांक
मुद्रांक विक्रेत्याची सही
21 MAR 2024
शासकीय मुद्रणालय

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

NOTARY SUNIL D. JADHAV Taluka Akkalkuwa Dist. Nandurbar (M.S.) Regd. No. 1160

## MEMORANDUM OF UNDERSTANDING

This Binding Memorandum of Understanding (hereinafter "MOU" or "Memorandum") is dated Wednesday, 21st Day of February 2024

**BETWEEN**

Shri. Yogesh Desai (Aadhar Card No. 2751 5202 8142) residing at S No 260/10, Manik Nagar, Near L. I. C. Office, Nandurbar – 425412, who is owner of Plot No. 63, 64, 65, 66, 67, 68, 69, 70, 71, 72 and 73 at S No 273/1, Yogi Nagar, Bypass Road NH 753B, Behind Chhatrapati Multi-Specialty Hospital, Nandurbar – 425412.
(hereinafter referred to as "First (1st) Party" or "Party No. 1" which expression shall mean and include its legal heirs, administrators and permitted assigns),

**AND**

Mrs. Alkaben Yogesh Desai (Aadhar Card No. 8805 1097 4803) residing at S No 260/10, Manik Nagar, Near L. I. C. Office, Nandurbar – 425412, who is owner of Plot No. 27, 28, 29 and 30 at S No 273/1, Yogi Nagar, Bypass Road NH 753B, Behind Chhatrapati Multi-Specialty Hospital, Nandurbar – 425412.
(hereinafter referred to as "Second (2nd) Party" or "Party No. 2" 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 legal relationship between 1st Party and 2nd Party is of Husband-Wife. Both parties are carrying out business separately in their own proprietorship concern respectively.
B. The Plot Nos. 27, 28, 29, 30, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72 and 73 are adjacent to each other. 1st Party and 2nd Party have made an application to merge above 15 plots and grant Permission to construct 5 buildings before Nandurbar Municipal Council on above 15 plots. Nandurbar Municipal Council have given permission to 1st Party and 2nd Party jointly to merge above 15 plots and build 5 buildings in its building permission letter dated 23 October 2023.
C. Thereafter, an application is made before Maharashtra RERA authorities for the registration of these 5 buildings under the Project Name as Ashtavinayak Residency; Promoter Name as Name of 1st Party; and Land Owner Name as Name of 2nd Party.
D. This MOU sets out initial Relationship between the parties as well as respective rights and responsibilities of each Party.
E. Each Party respectively is expected to act in good faith in accordance with this MOU and will use their best endeavors to achieve this Purpose and to give effect to this MOU.
F. Each Party agrees to cooperate in the spirit of mutual understanding and good will in order to develop the parties relationship with one another and in order to pursue the Purpose.

**NOW THEREFORE IN CONSIDERATION OF** mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

## (I) PURPOSE

(a) The Main Purpose this Memorandum of Understanding is to set out the clarity for the payment of expenses, various tax liabilities and receipt of consideration from the customers on sale of units in the Project – Ashtavinayak Residency, which comprises of 5 buildings.

(b) The Table showing the details of plot no in the ownership of 1st Party and 2nd Party, buildings being constructed on owned plots and details of various units are as under:

| Sr No. | Particulars | Mr. Yogesh Desai (Party No. 1) | Mrs. Alka Yogesh Desai (Party No. 2) |
|---|---|---|---|
| 1 | Plot No. | 63,64,65,66,67,68,69,70,71,72,73 | 27,28,29,30 |
| 2 | Buildings to be constructed | Ashtavinayak Residency Building C, Ashtavinayak Residency Building D, Ashtavinayak Residency Building E | Ashtavinayak Residency Building A, Ashtavinayak Residency Building B |
| 3 | Shops | 24 | 12 |
| 4 | Flats | 36 | 20 |

As can be seen from the table above, Ashtavinayak Residency Building A and Ashtavinayak Residency Building B are constructed on the Plot No. 27, 28, 29, 30 which are owned by Party No. 2. The Total number of Shops and Flats to be constructed in Ashtavinayak Residency Building A and Ashtavinayak Residency Building B are 12 and 20 respectively.

Further, Ashtavinayak Residency Building C, Ashtavinayak Residency Building D and Ashtavinayak Residency Building E are constructed on the Plot No. 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73 which are owned by Party No. 1. The Total number of Shops and Flats to be constructed in Ashtavinayak Residency Building C, Ashtavinayak Residency Building D and Ashtavinayak Residency Building E are 24 and 36 respectively.

(c) Party No. 1 will incur all the developmental cost, construction cost, etc. all expenses from starting till completion of buildings namely Ashtavinayak Residency Building C, Ashtavinayak Residency Building D and Ashtavinayak Residency Building E and shall be liable to discharge tax liability under GST Law and Income Tax Act in his individual capacity. In respect of sale of 24 shops and 36 flats which are constructed in Ashtavinayak Residency Building C, Ashtavinayak Residency Building D and Ashtavinayak Residency Building E, Party No. 1 will accept and collect the money from customers.

NOTARY SUNIL D. JADHAV Taluka Nandurbar Dist. Nandurbar (M.S.) Reg. No. 1160 Exp. Dt. 23/7/28 GOVT. OF MAHARASHTRA

(d) Party No. 2 will incur all the developmental cost, construction cost, etc. all expenses from starting till completion of buildings namely Ashtavinayak Residency Building A and Ashtavinayak Residency Building B and shall be liable to discharge tax liability under GST Law and Income Tax Act in her individual capacity. In respect of sale of 12 shops and 20 flats which are constructed in Ashtavinayak Residency Building A and Ashtavinayak Residency Building B, Party No. 2 will accept and collect the money from customers.

(e) The project – Ashtavinayak Residency is not to be treated as an AOP or BOI or Partnership Firm or LLP or a company for the purpose of Income Tax and GST.

**(II) BINDING**

The parties hereby acknowledge and agree that the terms of this MOU are intended to be legally binding on the parties hereto.

**(III) CHANGES TO THE MOU**

This MOU may be amended at any time by agreement between the parties. Any changes to this MOU must be made in writing and signed by the parties.

**(IV) TIMING AND DURATION OF THE PROJECT**

(a) This MOU will commence on Wednesday, 21st Day of February 2024.
(b) This MOU will remain in effect until the Project is completed or unless and until otherwise terminated by the parties, in writing.

**(V) CONSEQUENSES OF TERMINATION**

In the event of termination of this MOU:

1. Neither Party to this MOU incur any financial liability to the other party; and
2. In the event that one of the two parties has paid for any expense which is incurred for all 5 buildings together then the other party must promptly reimburse the party who has made the payment for joint expense.

**(VI) DISPUTE RESOLUTION**

1. Any dispute(s) arising out of this MOU shall, as far as possible, be settled amicably between Parties hereto failing which he following shall apply:
2. The courts in Nandurbar in the state of Maharashtra shall have exclusive jurisdiction over any dispute, differences or claims arising out of this MOU.

**(VII) GOVERNING LAW**

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

NOTARY
SUNIL D. JADHAV
Taluka Nandurbar
Dist.Nandurbar (M.S.)
Reg.No.1160
Exp.DL23/7/28
GOVT.OF MAHARASHTRA

## SIGNED BY THE PARTIES TO THIS MOU

| Party No 1 | Photo | Left Hand Thumb |
|---|---|---|
| ---------- Shri. Yogesh Desai |  |  |
| **Party No 2** | **Photo** | **Left Hand Thumb** |
| ---------- Mrs. Alka Yogesh Desai |  |  |

### WITNESSES

1. _____ (Name: SUNIL CHAVAN )

2. _____ (Name: PARTH DESAI )

BEFORE ME

SUNIL D. JADHAV
ADVOCATE & NOTARY
Reg No 1160
Behind Amrut Cinema
211/A,Desaipura,Nandurbar
Dist Nandurbar

NOTED & REGISTERED
Page No. 05 Sr.No. 504/2024
Date 22.03.2024

भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

नामांकन क्रम / Enrollment No.: 2033/13321/57942

To
योगेश प्रमोदशंकर देसाई
Yogesh Pramodshankar Desai
10b,
manik nagar , near, lic office , Nandurbar
Nandurbar
Nandurbar
Nandurbar Nandurbar
Maharashtra 425412
9422787901

13/01/2013

675019041

MD675019041FH

आपका आधार क्रमांक / Your Aadhaar No. :

**2751 5202 8142**

मेरा आधार, मेरी पहचान

भारत सरकार

Government of India



योगेश प्रमोदशंकर देसाई
Yogesh Pramodshankar Desai
जन्म तिथि / DOB : 05/12/1961
पुरुष / Male

2751 5202 8142

मेरा आधार, मेरी पहचान

Government of India

AADHAAR

## सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं ।
- पहचान का प्रमाण ऑनलाइन प्रमाणीकरण द्वारा प्राप्त करें ।

## INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online .

- आधार देश भर में मान्य है ।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा ।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .

भारतीय विशिष्ट पहचान प्राधिकरण

Unique Identification Authority of India

पता:
10बी, , मानिक नगर , एल.आय, सी ऑफीस , जवळ नंदुरबार, नंदुरबार, नंदुरबार, महाराष्ट्र, 425412

Address:
10b, , manik nagar , near, lic office , Nandurbar, Nandurbar, Nandurbar, Maharashtra, 425412

2751 5202 8142

1947 | help@uidai.gov.in | www.uidai.gov.in

NOTARY
SUNIL D. JADHAV
Taluka Nandurbar
Dist. Nandurbar (M.S.)
Reg. No. 1160
Exp. Dt. 23/7/28
GOVT. OF MAHARASHTRA

भारत सरकार

आधार

भारतीय विशिष्ट पहचान प्राधिकरण

# भारत सरकार
Unique Identification Authority of India
Government of India

नामांकन क्रम / Enrollment No.: 2033/13321/57765

To
अलका योगेश देसाई
Alka Yogesh Desai
10b,
manik nagar , near, lic office , Nandurbar
Nandurbar
Nandurbar
Nandurbar Nandurbar
Maharashtra 425412
9422787901

13/01/2013

67501789

MD675017893FH

आपका आधार क्रमांक / Your Aadhaar No. :

## 8805 1097 4803

मेरा आधार, मेरी पहचान

भारत सरकार
Government of India



अलका योगेश देसाई
Alka Yogesh Desai
जन्म तिथि / DOB : 24/06/1965
महिला / Female

8805 1097 4803

मेरा आधार, मेरी पहचान

Government of India

AADHAAR

## सूचना

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आधार

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पता:
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