MEMORANDUM OF UNDERSTANDING

OF 1BHK FLAT-375sq.ft.

BETWEEN

ASPIRANA INFRAVENTURE PVT.LTD.

AND

RUMA CHOWDHURY/PALLAVI CHOWDHURY

SAMIR BHATTACHARYA
Regd. No. 21067
Govt. of India
NOTARY, CALCUTTA

17 AUG 2017

भारतीय गैर न्यायिक

भारत

दस रुपये रु.10

TEN RUPEES Rs.10

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ WEST BENGAL 08AB 851563

THIS MEMORANDUM OF UNDERSTANDING made **on this** ...17... **day of** August..... **Two Thousand Seventeen (2017). Between M/S.ASPIRANA INFRAVENTURE PVT.LTD.(Having Pan.AAOCA43398Q)**, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Premises No. Plot-K1,EP&GP, R.B.D Boulevard Building, 8th Floor,Sector V, Salt Lake City, Kolkata-700091, being represented by its Directors namely **CHAITI SAHA(Having PAN** ..AHIPS4978F.. Wife of Dri Subhasish Saha by Faith Hindu by Nationality – Indian byOccupation – Business, residing at 20/A ULTADANGA ROAD KOL-4..... **SMT. DIPANWITA SAMANTA (Having Pan CFRPS3473K)**, wife of Sri Suman Jana, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at Village – Kouchandi, Post Office – Amalhanda, Police Station – Kolaghat, District - East Medinipur, Pin – 721134, West Bengal, hereinafter called and referred to as the "**OWNER/DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **ONE PART.**

0 7 JUL 2017

12/1

No..... Value.....

Date.....

Sold to.....

Address.....

Vendor.....

Sealdah Civil Court
ALOKE MUKHERJEE

Satyanarayan

Aspirava Infrastructure Ltd
(South India Branch)

A N D

RUMA CHOWDHURY (Having PAN-AQIPC0371Q) Wife of Partha Chowdhury by Faith Hindu by Nationality – Indian, By Occupation – Self-Employed, and **PALLAVI CHOWDHURY(Having PAN-AWEPC2090C)** Residing at 46A,Paikpara Row ,Kolkata-700037,hereinafter referred to as the "**PURCHASER**"**(S)** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include **Her** respective heirs, executors, administrators, representatives and assigns)of the **OTHER PART.**

WHEREAS the Owner / Developer is going to construct a Housing Complex know as **"ASPIRANA MALABAR RESIDENCY"** comprising of Plots, Flats, Units, Car Parking Spaces, Commercial Spaces, etc. having other common amenities and facilities to be appended thereto in the said Housing Complex at Mouza –Jirangachi, J.L. No. 25, R.S. No.- 17, Touji No.- 586, comprised in R.S. Dag No. **19** and **20** appertaining to R.S. Khatian No. **286** and **291** and other R.S. Dags and Khatians under the Police Station of Kashipur within the limits of Bhagawanpur Gram Panchayet and office of Additional District Sub-Registrar at Bhangar in the District of South 24 Parganas.

AND WHEREAS being satisfied upon the representations of the Owner / Developer herein, the Purchaser has agreed to purchase One 1 BHK Flat, Having 375sq.ft. in Tower No – 38, House Residential Building, more or less Being Flat no – 3A (South Facing) hereinafter referred to as the "said unit" together with the undivided importable proportionate share of land underneath thereto including all other common service areas, amenities and facilities to be appended in the said Building and the Owner / Developer herein has agreed to sale the said **unit**. On the terms and conditions hereinafter appearing.

AND WHEREAS to avoid any future litigations both the Parties herein jointly have agreed to enter into this Memorandum of Understanding mutually by and between them.

Ruma Chowdhury

Pallavi Chowdhury

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:-

1. That the Owner / Developer herein has agreed to sale and the Purchaser herein has agreed to purchase ALL THAT piece or parcel of One 1BHK Flat, Having 375sq.ft. in Tower No - 38, Housing Residential Building, more or less Being Flat no – 3A together with the undivided importable proportionate share of land underneath including all other common service areas, amenities and facilities to be appended thereto in the said Building at or for the total consideration of **Rs. 7,59,375/- (Rupees.Seven Lakh Fifty Nine Thousand Three Hundred and Seventy Five)** only (Basic Sale Price Rs.8,43,750/- (Eight Lakh and Forty Three Thousand Seven Hundred Fifty) only with a Car Parking and Common garden area.

2. That the Purchaser herein has paid the sum of **Rs. 1,51,875/- (Rupees One Lakh Fifty One Thousand Eight Hundred and Seventy Five)** only as an earnest and / or advance money out of the said total consideration money of **Rs7,59,375/- (Rupees.Seven Lakh Fifty Nine Thousand Three Hundred and Seventy Five)** only at the time of execution of this Memorandum of Understanding and the receipt whereof the Owner/Developer both hereby admit and acknowledge as per Memo of Consideration given hereunder and the balance amount of the total consideration money will be paid by the Purchaser to the Owner / Developer as on called for.

3. That the said Unit will be completed by the Developer within **36 months (With a Graces period of 6 Months)** from the date of the Launching (2016) of this Memorandum Understanding and it is mentioned herewith that the possession of the said Unit will be handed over to the Purchaser within the said stipulated period upon payment of full and final consideration money mentioned here above.

4. That if the Purchaser fails and / or neglects to pay the balance consideration money as on called for, the Purchaser will not be entitled to get Ownership and / or possession of the said **Unit** in any manner whatsoever and in that case the Owner / Developer shall have exclusive

Pallavi Chowdhury

Pallavi Chowdhury

Ruma Chowdhury

5. That if the Owner / Developer fails and /or neglects to hand over the peaceful vacant possession of the said **Unit** to be completed in all respects within the said stipulated period upon receiving the full and final consideration money then and on that event the Purchaser shall have every right to sue the Owner / Developer before the competent Court of Law for appropriate relief.

6. In the event of cancellation of this MOU/Booking of Unit, the Developer will refund the earnest money and/or payment so far made by the Purchaser, after deducting **12%** of the total consideration money towards damages and any Govt. duties or Taxes, if accrued thereon. The refund shall be made after expiry of **6(six)** months from the date of such cancellation.

7. All the Legal fees and charges in respect of this MOU are to be borne by the Purchaser.

8. All disputes and differences in respect of this MOU between the Parties herein shall be referred for Arbitration as per Arbitration & Conciliation Act 1996 and the Award passed by the Arbitrator is final & binding upon both the parties.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of one self contained flat having an area of 1BHK, 375sq.ft. more or less together with the undivided importable proportionate share of land underneath including all other common service areas, amenities and facilities to be appended thereto in the said Building comprised of the said Housing Complex Known as **"ASPIRANA MALABAR RESIDENCY"** lying situate at Mouza – Jirangachi, J.L. No. **25**, R.S. No.- **17**, Touji No.- **586**, comprised in R.S. Dag No. **19** and **20** appertaining to R.S. Khatian No. **286** and **291** and other R.S. Dags and Khatians under the Police Station of Kashipur within the limits of Bhagawanpur Gram Panchayet and office of Additional District Sub-Registrar at Bhangar in the District of South 24 Parganas.

Pallavi Chowdhury

Rima Chowdhury

IN WITNESS whereof the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED. SEALED AND DELIVERED
By the Owner/Developer at Kolkata
In the presence of:-

1.

2.

Dipanwita Samanta

Signature of the Owner /Developer

SIGNED. SEALED AND DELIVERED
By the Purchaser at Kolkata
In the presence of:-

1. Partha Chowdhury

2. Trip Bose

Reema Chowdhury
Pallavi Chowdhury.

Signature of the Purchaser

RECEIPT

RECEIVED of and from the within named Purchaser the within mentioned sum of **Rs. 1, 51,875/- (Rupees. One Lakh Fifty One Thousand Eight Hundred and Seventy Five)** only as an advance and /or earnest money under this Memorandum of Understanding as per Memo below:-

WITNESSES:-

1.

2.

NOTARIAL NOTARIAL

DIPANWITA SAMANTA

Signature of the Owner/Developer

Identified by me.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

PALLAVI CHOWDHURY

PARTHA CHOWDHURY

13/09/1994
Permanent Account Number

AWEPC2090C

Pallavi Chowdhury
Signature

Pallavi Chowdhury

SAMIR BHATTACHARYA
REGD. NO. 24807
NOTARY, CALCUTTA

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं :
आयकर पैन सेवा इकाई, एन एस डी एल
तीसरी मंज़िल, सफायर चेंबर्स,
बानेर टेलिफोन एक्स्चेंज के नज़दीक,
बानेर, पुना – 411045

If this card is lost / someone's lost card is found, please inform / return to :
Income Tax PAN Services Unit, NSDL
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

ভারত সরকার
Government of India

পল্লবী চৌধুরী
Pallavi Chowdhury
পিতা : পার্থ চৌধুরী
Father : Partha Chowdhury

জন্মতারিখ / DOB: 13/09/1994
মহিলা / Female

3070 7080 5155

আধার – সাধারণ মানুষের অধিকার

Pallavi Chowdhury

আধার
ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:, এ, পাইক পাড়া রো
বেলগাছিয়া, বেলগাছিয়া, কোলকাতা
পশ্চিম বঙ্গ,

Address: 46 A, PAIK PARA ROW, Belgachia, Kolkata, Belgachia, West Bengal, 700037

3070 7080 5155

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

SAMIR BHATTACHARYA
NOTARY, CALCUTTA

ভারত সরকার

Government of India

রুমা চৌধুরী

Ruma Chowdhury

পিতা : দিলীপ মুখার্জী

Father : Dilip Mukherjee

জন্মতারিখ / DOB: 21/12/1973

মহিলা / Female

4564 7546 3239

আধার – সাধারণ মানুষের অধিকার

Ruma chowdhury

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

Unique Identification Authority of India

ঠিকানা:, এ, পাইক পাড়া রো
বেলগাছিয়া, বেলগাছিয়া, কোলকাতা
পশ্চিম বঙ্গ,

Address: 46A, PAIK PARA ROW, Belgachia, Kolkata, Belgachia, West Bengal, 700037

4564 7546 3239

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

SAMIR BHATTACHARYA NOTARY, CALCUTTA

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RUMA CHOWDHURY

DILIP MUKHERJEE

21/12/1973

Permanent Account Number
AQIPC0371Q

Ruma Chowdhury

Signature

25012011

Ruma Chowdhury

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं :
आयकर पैन सेवा इकाई, एन एस डी एल
तीसरी मंज़िल, सफ़ायर चेंबर्स,
बानेर टेलिफोन एक्स्चेंज के नजदीक,
बानेर, पुना - 411 045.

If this card is lost / someone's lost card is found, please inform / return to :
Income Tax PAN Services Unit, NSDL
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

SAMIR BHATTACHARYA
NOTARY, CALCUTTA
Regd No. 34/87
Govt. of India

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

DIPANWITA SAMANTA
BARINDRANATH SAMANTA

2[illegible]/09/1985

Permanent Account Number

CFRPS3473K

Dipawanita Samanta

(only for Public Notary Purpose)

SAMIR BHATTACHARYA
NOTARY CALCUTTA