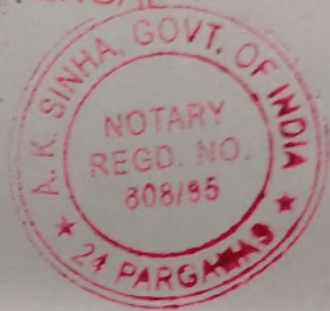


32



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

14AB 725

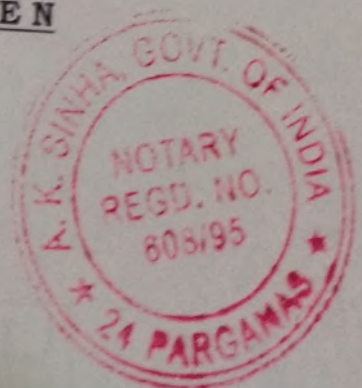


MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made on this 28th day of December Two Thousand Seventeen (2017).

BETWEEN

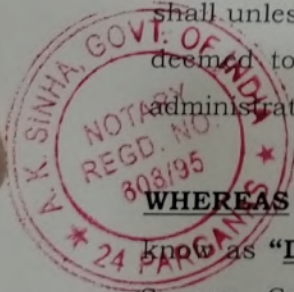
03 JAN 2018





M/S. DHARITRI INFRAVENTURE PVT. LTD. (having Pan **AAFCA3234P**), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Premises No. DN-51; Merlin Infinite, 6th Floor, Suite-606, Sector V, Salt Lake City, Kolkata-700091, being represented by its Directors namely (1) **SRI SUMAN JANA** (having Pan **AMCPJ4968J**), son of Sri Tapan Kumar Jana, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at Rupnarayan Pally, Village - Barbarisha, Post Office & Police Station - Kolaghat, District - East Medinipur, Pin - 721134, West Bengal and (2) **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 - Amalhandra, 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.**

PURBALI BERA (having PAN- **CAWPB9903R**), Wife of -Amit Kumar Bera, by faith Hindu, by nationality- Indian, by occupation-Housewife, residing at Purbachal Housing Estate Cluster-12, Flat No-P/5, Sec-3, Salt Lake, Kolkata-700097, 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 **his/her/their** respective heirs, executors, administrators, representatives and assigns)of the **OTHER PART.**



WHEREAS the Owner/ Developer is going to construct a Housing Complex known as "**DHARITRI BLISS VILLE**" comprising of Plots, Units, Car Parking Spaces, Commercial Spaces, etc. having other common amenities and facilities to be appended thereto in the said Housing Complex at Mouza - Hudaraite and Naoabad, J.L. No. 54, comprised in R.S. Dag No. **628, 629, 630, 631, 632** and **633** appertaining to R.S. Khatian No. **1851** and other R.S. Dags and Khatians under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayet and office of Additional District Sub-Registrar at New Town in the District of North 24-Parganas.

AND WHEREAS being satisfied upon the representations of the Owner / Developer herein, the Purchaser has agreed to purchase one **Residential Bungalow** (containing **400 Sq.ft Land**) more or less being no. **B-27,**

03 JAN 2018

03 JAN 2018



hereinafter referred to as the "said unit" together with the undivided share in the 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 sell 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.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:-

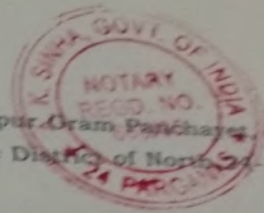
1. That the Owner/ Developer herein has agreed to sell and the Purchaser herein has agreed to purchase ALL THAT piece or parcel of one **Residential Bungalow** (containing **400 Sq.ft Land**) more or less being no. **B-27**, together with the undivided impartible proportionate share of land underneath 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. 15,00,000/- (Rupees Fifteen Lacs)** only (Basic Sale Price Rs 13,00,000 + Open car parking Rs. 2,00,000) including amenities.
2. That the Purchaser herein has paid the sum of **Rs. 1,82,000/- (Rupees One Lac Eighty Two Thousand)** only as an advance money out of the said total consideration money of **Rs. 15,00,000/- (Rupees Fifteen Lacs)** 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 **42 (Forty Two) months** from the date of signing 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 right to sale the said Bungalow to any Third Party after giving **1 (One) month** notice to the Purchaser herein.
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

Police Station of Rajarhat within the limits of Chandpur Gram Panchayat
Additional District Sub-Registrar at New Town in the District of North
Parganas.



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.

For Dharitri Infraventure Pvt. Ltd.

Biswajit Roy
Authorised Signatory

2.

Signature of the Owner / Developer

SIGNED, SEALED AND DELIVERED

by the Purchaser at Kolkata
in the presence of :-

1.

2.

Purbali Bera
Signature of the Purchaser

Identified by me

[Signature]
A. K. Sinha

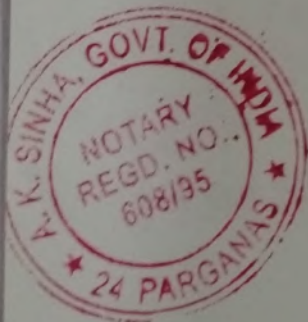
Signature Attested
on Identification

[Signature]

A. K. Sinha, Notary
Alipore Judge Police Court, Cal-27
Regd. No. 608/1955 Govt. of India

03 JAN 2018

03 JAN 2018



RECEIPT



RECEIVED of and from the within named Purchaser the within named sum of Rs. 1,82,000/- (Rupees One Lacs Eighty Two Thousand) only as an advance and /or earnest money under this Memorandum of Understanding as per Memo below:-

WITNESSES:-

1.

2.

For Dhartri Infraventure Pvt. Ltd.

Biswanjet Ray
Authorised Signatory

Signature of the Owner/Developer



03 JAN 2018

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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

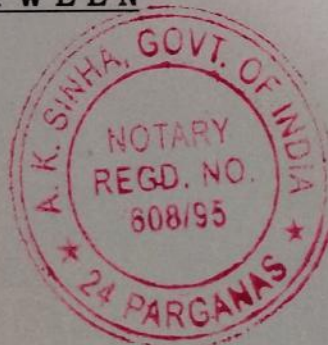
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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made on this 28th day of December Two Thousand Seventeen (2017).

BETWEEN



03 JAN 2018



M/S. DHARITRI INFRAVENTURE PVT. LTD. (having Pan **AAFCD3234P**), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Premises No. DN-51; Merlin Infra, 6th Floor, Suite-606, Sector V, Salt Lake City, Kolkata-700091, being represented by its Directors namely (1) **SRI SUMAN JANA** (having Pan **AMCPJ4968J**), son of Sri Tapan Kumar Jana, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at Rupnarayan Pally, Village - Barbarisha, Post Office & Police Station - Kolaghat, District - East Medinipur, Pin - 721134, West Bengal and (2) **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 - Amalhandra, 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.**

PURBALI BERA (having PAN- **CAWPB9903R**), Wife of -Amit Kumar Bera, by faith Hindu, by nationality- Indian, by occupation-Housewife, residing at Purbachal Housing Estate Cluster-12, Flat No-P/5, Sec-3, Salt Lake, Kolkata-700097, 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 **his/her/their** respective heirs, executors, administrators, representatives and assigns)of the **OTHER PART.**



WHEREAS the Owner/ Developer is going to construct a Housing Complex know as "**DHARITRI BLISS VILLE**" comprising of Plots, Units, Car Parking Spaces, Commercial Spaces, etc. having other common amenities and facilities to be appended thereto in the said Housing Complex at Mouza - Hudarhat and Naoabad, J.L. No. 54, comprised in R.S. Dag No. **628, 629, 630, 631, 632** and **633** appertaining to R.S. Khatian No. **1851** and other R.S. Dags and Khatians under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayet and office of Additional District Sub-Registrar at New Town in the District of North 24-Parganas.

AND WHEREAS being satisfied upon the representations of the Owner / Developer herein, the Purchaser has agreed to purchase one **Residential Bungalow** (containing **400 Sq.ft Land**) more or less being no. **B-28,**

03 JAN 2018

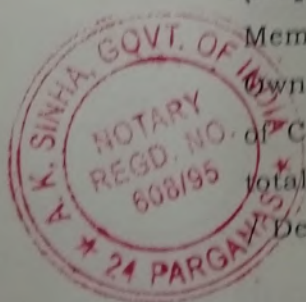


hereinafter referred to as the "said unit" together with the undivided impartible proportionate share of land underneath thereto including all other common service areas, amenities and facilities to be appended in the said Building and the Owner / Developer herein has agreed to sale the said unit. On the terms and conditions hereinafter appearing.

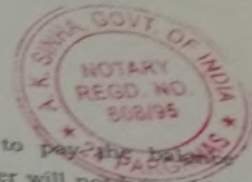
AND WHEREAS to avoid any future litigations both the Parties herein jointly have agreed to enter into this Memorandum of Understanding mutually by and between them.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:-

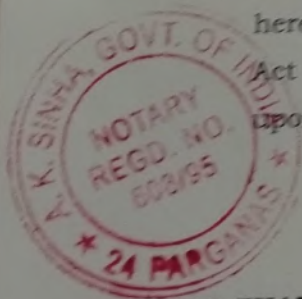
1. That the Owner/ Developer herein has agreed to sale and the Purchaser herein has agreed to purchase ALL THAT piece or parcel of one **Residential Bungalow** (containing **400 Sq.ft Land**) more or less being no. **B-2B**, together with the undivided impartible proportionate share of land underneath 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. 13,00,000/- (Rupees Thirteen Lacs)** only (Basic Sale Price Rs 13,00,000) including amenities.
2. That the Purchaser herein has paid the sum of **Rs. 1,65,000/- (Rupees One Lacs Sixty Five Thousand)** only as an advance money out of the said total consideration money of **Rs. 13,00,000/- (Rupees Thirteen Lacs)** 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 **42 (Forty Two) months** from the date of signing 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.



03 JAN 2018



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 right to sale the said Bungalow to any Third Party after giving **1 (One) month** notice to the Purchaser herein.
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 **25%** 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.

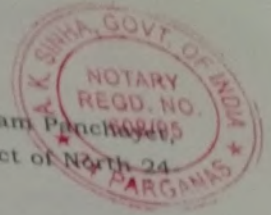


THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of one self contained a Bungalow (containing **400 Sq.ft** of land) more or less together with the undivided impartible 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 "**DHARITRI BLISS VILLE**" lying situate at Mouza - Hudaraite and Naoabad, J.L. No. 54, comprised in R.S. Dag No. **628, 629, 630, 631, 632** and **633** appertaining to R.S. Khatian No. **1851** and other R.S. Dags and Khatians under the

03 JAN 2018

Police Station of Rajarhat within the limits of Chandpur Gram Panchayat
Additional District Sub-Registrar at New Town in the District of North 24
Parganas.



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.

For Dhanitri Infraventure Pvt. Ltd,

Biswanjit Ray
Authorised Signatory

Signature of the Owner / Developer

SIGNED, SEALED AND DELIVERED

by the Purchaser at Kolkata
in the presence of :-

- 1.
- 2.

Purbali Bera

Signature of the Purchaser

Identified by me

[Signature]
Attorney



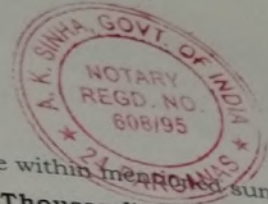
Signature Attested
on Identification

[Signature]

A. K. Sinha, Notary
Alipore Judges' Police Court, Cal-2,
Regd. No. 608/1995 Govt. of India

03 JAN 2018

RECEIPT



RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 1,65,000/- (Rupees One Lacs Sixty Five Thousand) only as an advance and /or earnest money under this Memorandum of Understanding as per Memo below:-

WITNESSES:-

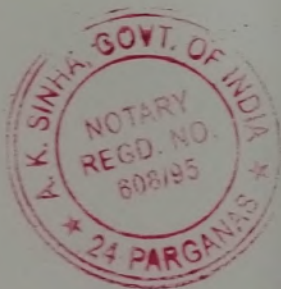
1.

2.

For Dharitri Infraculture Pvt. Ltd.

Biswajit Ray
Authorised Signatory

Signature of the Owner/Developer



03 JAN 2018