



अखिलेश्वर पश्चिम बंगाल WEST BENGAL

22AB 968531



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made on this 5th day of July Two Thousand Eighteen(2018).

BETWEEN



10 JUL 2018

Police Station of Rajarhat within the limits of Chandpur Gram Panchayet and office of Additional District Sub-Registrar at Rajarhat, in the District of North 24-Parganas-700135, (Near Sapoorji Bus Stop, V Shantaram Road and Gosala.)



10 JUL 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 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.**

A N D

ANIRUDDHA NAYAK(having PAN-AFSPN0679K), Son of -Ajay Kumar Nayak, by faith Hindu, by nationality- Indian, by occupation- Business, papa residing at-378/552, Monoharchak, Contai, Purba Medinipur, West Bengal-721401,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 "**ROYAL ENCLAVE**"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 - Hudarait, J.L. No. 54, comprised in R.S. Dag No. 2673 appertaining to R.S. Khatian No. **2197,1933,1616** 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 Rajarhat, in the District of North 24-Parganas-700135, (Near Sapoorji Bus Stop, V Shantaram Road and Gosala.)



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AND WHEREAS being satisfied upon the representations of the Owner / Developer herein, the Purchaser has agreed to purchase one **3 BHK** flat having an carpet area of **900Sq. ft.** more or less on **2nd floor**, Block no. **2**, Tower No. **3**, flat number-**E (All three bed rooms are South Facing)**, 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 they 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.

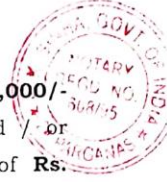
NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:-

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 **3 BHK** flat having a carpet area of **900Sq. ft.** more or less on **2nd floor**, Block no. **2**, Tower No. **3**, flat number- **E, (All three bed rooms are South Facing)**, together with the undivided impartible proportionate share of land underneath and all other common service areas, amenities and facilities to be appended with a covered car parking space thereto in the said Building at or for the total consideration of **Rs. 20,90,000 /- (Rupees Twenty Lakh Ninety Thousand)**only (Basic Sale Price Rs. 18,90,000 + Covered Car Parking Rs.1,00,000 +Amenities Charges Rs.1,00,000) including GST
2. That the Owner/ Developer herein has agreed to sale and the Purchaser herein has agreed to purchase a covered car parking space with the standard size for any family car and the Amenities and facilities like granite top, stainless steel sink, ceramic tiles on the wall, mirror finished verified flooring, electric light points, wooden main door, additional safety door, anodized aluminium sliding, granite window sills, mirror finished verified flooring, electric light points, pop cornice in the entire flat, ac points, branded coils for electrification, designer bathrooms with imported tiles, premium sanitary ware, exquisite bathroom fittings, electric light points etc as internal amenities and other external amenities.



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3. That the Purchaser herein has already paid the sum of **Rs. 6,30,000/- (Rupees Six Lakh Thirty Thousand)** only as an earnest and / or advance money out of the said total consideration money of **Rs. 20,90,000 /- (Rupees Twenty Lakh Ninety Thousand)** before the 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 as per the payment schedule.
4. That the said Unit will be completed by the Developer by **December 2019 to January 2020** 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.
5. That if the Purchaser fails and / or neglects to pay the balance consideration money as per the payment schedule provided with this MOU, 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 Flat to any Third Party after giving **1 (One) month** written notice to the Purchaser herein.
6. 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 owner/Developer will pay Rs. 1 (One) per Sq. ft. per Day till they handover the said unit to be completed in all respects.
7. In any case if the Purchaser shall have to cancel the booking of the said unit for any reason, neglects, failures caused by the builder/developer or if fails to provide any of the necessary permissions of local or any other Government authorities required for bank loan or any other purpose, the Purchaser shall have every right to claim full refund of all money he has paid with 15 % interest and the owner / developer shall pay the full amount with interest within 15 days from such claim.



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8. That If the owner / developer fails to handover the vacant possession of the said unit to be completed in all respects within the stipulated time period upon receiving the full and final consideration money and also fails to repay the money with interest or 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.
9. In the event of cancellation by purchaser of this MOU/Booking of Unit without proper reason, 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.
10. All the Legal fees and charges in respect of this MOU are to be borne by the Purchaser. The overall legal charges claimed by the builder/developer for all necessary documentation and legal purposes should not be more than 1% of the base price of the said unit i.e. Rs. 18,90,000/- (Eighteen Lac Ninety thousand only).
11. 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 a carpet area of **900** Sq. ft. 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 "**ROYEL ENCLAVE**" situate at Mouza - Hudarait, J.L. No. 54, comprised in R.S. Dag No. 2673 appertaining to R.S. Khatian No. **2197,1933,1616** 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 Rajarhat, in the District of North 24-Parganas.



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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.

2.

[Signature]
Authorised Signatory

Signature of the Owner / Developer

SIGNED, SEALED AND DELIVERED

by the Purchaser at Kolkata
in the presence of :-

1.

2.

[Signature]
estrate

Signature of the Purchaser



Identified by me

[Signature]
Advocate

10 JUL 2018

Signature Attested
on Identification

[Signature]

A. K. Sinha, Notary
Allpore Judges/Police Court, Cal-27
Regd. No. 608/1995 Govt. of India

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RECEIPT



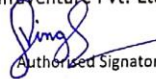
RECEIVED of and from the within named Purchaser the within mentioned sum of **Rs. 6,30,000/- (Rupees Six Lakh Thirty Thousand)** only as an advance and /or earnest money under this Memorandum of Understanding as per Memo below:-

WITNESSES:-

1.

2.

For Dharitri Infraventure Pvt. Ltd.


Authorized Signatory

Signature of the Owner/Developer



10 JUL 2018