

पश्चिम बंगाल WEST BENGAL



21AB 249245

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made on this 13th day of March Two Thousand Eighteen (2018).

BETWEEN



14 MAR 2018

6316

09 MAR 2018

No.....Rs.-**10/-**- Date.....

Name:.....

Address:.....

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27

DHARITRI INFRAVENTURE PVT. LTD.
Dn-51, Merlin Infinite, 6th Floor, Unit 606
Sector V, Salt Lake City Kolkata-700091
E-mail : info@dharithri-infra.com
Ph. No.-



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

1. **SEKHAR KUMAR SENGUPTA** (having PAN- **BIBPS0779N**), Son of -Late Bimal Kanti Sengupta, by faith Hindu, by nationality- Indian, by occupation- Service, 2. **SAHELI SENGUPTA** (having PAN- **CVWPS9710C**), Wife of Sekhar Kumar Sengupta, by faith Hindu, by nationality- Indian, by occupation-Housewife, both are residing at- 263/9, Kalitala Housing (Private House), P.O- R.C Thakurani, P.S- Haridevpur, Kolkata-700104, 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 WEBCITY**" 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 - Angachia, J.L. No. 93, comprised in R.S. Dag No. **85** appertaining to R.S. Khatian No. **10585**, Police Station of Bishnupur within the limits of Angachia Gram Panchayet and office of Additional District Sub-Registrar of Bishnupur in the District of South 24-Parganas.

14 MAR 2018



AND WHEREAS being satisfied upon the representations of the Developer herein, the Purchaser has agreed to purchase one **3** BHK flat having an area of **900** Sq. ft. more or less on **3rd** floor, Block no. **7**, flat number- **F-6**, 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 **3** BHK flat having an area of **900** Sq. ft. more or less on **3rd** floor, Block no. **7**, flat number- **F-6**, 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. 17,40,000/- (Rupees Seventeen Lakh Forty Thousand)** only (Basic Sale Price Rs. 15,90,000 + Cover Car Parking Rs. 1,00,000 + Amenities Charges Rs. 50,00,000) Including GST.
2. That the Purchaser herein has paid the sum of **Rs. 4,70,000/- (Rupees Four Lakh Seventy Thousand)** only as an earnest and / or advance money out of the said total consideration money of **Rs. 17,40,000/- (Rupees Seventeen Lakh Forty Thousand)** 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**

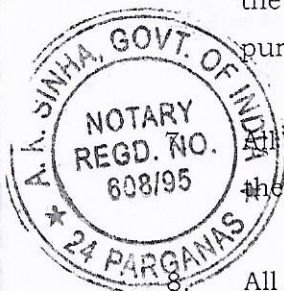




Two) months from the date of signing of this Memorandum Understanding and it is mentioned herewith that the possession of the said Unit will be handed over to the Purchaser within the said stipulated period upon payment of full and final consideration money mentioned here above.

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 Flat 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.

Be it pertinent to mention here, if the owner/developer fails to handover the flat within the stipulated period of time mention above, the owner/developer shall pay the entire earnest money to the purchaser along with the interest @ **8%** per annum.



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

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.

14 MAR 2018



THE SCHEDULE ABOVE REFERRED TO

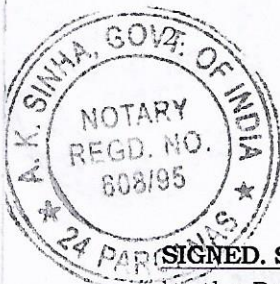
ALL THAT piece and parcel of one self contained flat ^{having} an area of **900** Sq. ft. more or less together with the undivided impartible proportionate share of land underneath including all other common service areas, amenities and facilities to be appended thereto in the said Building comprised of the said Housing Complex Known as "**DHARITRI WEBCITY**" situate at Mouza - Amgachia, J.L. No. 93, comprised in R.S. Dag No. **85** appertaining to R.S. Khatian No. **10585**, Police Station of Bishnupur within the limits of Amgachia Gram Panchayet and office of Additional District Sub-Registrar of Bishnupur in the District of South 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.



Biswajit Ray.

Signature of the Owner / Developer

SIGNED. SEALED AND DELIVERED

by the Purchaser at Kolkata
in the presence of :-

- 1.

Biswajit Ray

- 2.

Signature Attested
on Identification

[Signature]

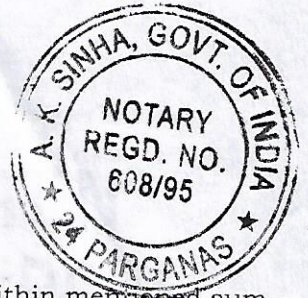
14 MAR 2018

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

Signature of the Purchaser
Identified by me

[Signature]
14 MAR 2018 Advocate

RECEIPT



RECEIVED of and from the within named Purchaser the within mentioned sum of **Rs. 4,70,000/- (Rupees Four Lakh Seventy Thousand)** only as an advance and /or earnest money under this Memorandum of Understanding as per Memo below:-

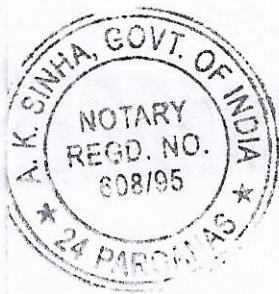
WITNESSES:-

1.

2.

Biswajit Ray.

Signature of the Owner/Developer



14 MAR 2018