



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

65AA 470693

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING executed on 10th day of April Two Thousand and Thirteen (10.04.2013).

BETWEEN:

M/s SOUMITA CONSTRUCTION Pvt. Ltd., a Private Limited company incorporated under the 1956 companies act with its office at Nirala apartment, Gr Floor, Rajarhat Road, Kolkata - 700157; P. S. Rajarhaat, represented by one of the directors, (Hereinafter referred to as "FIRST PARTY" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and permitted assigns);

SOUMITA CONSTRUCTION PVT. LTD.


Director


Rochana Jain

AND:

Mrs. Rachana Jain, residing at ,185 B, Raja Dharendra Street, Shyam Bazar, Kolkata – 700004, hereinafter referred to as the "SECOND PARTY", which expression shall, wherever the context so requires or admits, mean and include, their respective heirs, executors, administrators and assigns),

I. NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS:

- a) The Party of the First part Agrees to sell to the SECOND PARTY, 1200 Sq Ft of super built up area for its new upcoming real estate complex named THE COUNTY, at Doulatpur , Pailan, Joka.
- b) The Basic rate per sq ft decided between both the parties will be Rs.1900/- per sq ft. for a minimum of 1200 sq.ft.or more . Whereas the party of the second part has agreed to pay 50% of the agreed rate to the party of the first part as an advance.
- c) This memorandum would strictly be applicable for residential area in the project and if there is any commercial development in the said project the party of the second part will not lay any claim on it.
- d) The Party of the Second part agrees to an exposure of **50% out of total sales consideration of 1200 sq ft amounting Rs.1140000/- (Rupees Eleven Lacs Forty thousand only)**, Paid and signed this Memorandum of Understanding. **The party of Second Part agrees to pay the applicable service tax.** Applied PLC (floor rise and facing charges), EDC, Parking charges (Rs. 250000/- per parking), Club Membership Charges (Rs. 75000/-) and other applicable charges will be charged as per the normal schedule and will be paid as demanded by the FIRST PARTY.
- e) Once the new project at the above mentioned address gets its sanction plan, a new sale agreement will be made for 1200 sq ft or more as per sanction plan at a basic price of Rs.1900/- per sq ft. by the first party to the second party.
- f) Both the Parties mutually agrees not to sell any flat below the launch price to the end users. The party of Second part is free to sell their allotted units after 12 months of launching of the project.

SOUMITA CONSTRUCTION PVT. LTD.

[Signature]
Director

Rachana Jain

- g) The entire MOU stands cancelled automatically if the party of the first part dose not get the sanction plan with-in 12 months of the date of the signing of this agreement, and the total amount paid is refundable with a penal interest of 18% pa. within 30 days after 12 months.
- h) The party of the second part shall have a right of choice in selection of flats in the new project "THE COUNTY" from the developer share. If the party of the second part wants to upgrade his unit they have to pay the difference charges at the time of allotment.

IN WITNESS WHEREOF, the PARTIES hereto have executed this MEMORANDUM OF UNDERSTANDING in the presence of the Witnesses attesting hereunder:

WITNESSES:

- 1) Chandan kumar Yadav
24 Mansingh Bazar Lane
No. 9331279895

2)

Dipankar Chakrabarty
North Biddhayan
Sarashpur Rd.
Mob No. 9007067816

SOUMITA CONSTRUCTION PVT. LTD.

[Signature]

Director

FIRST PARTY

Rachana Jain
SECOND PARTY