



पश्चिम बंगाल WEST BENGAL

14AB 852653

## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING made on this 10<sup>th</sup> day of  
February Two Thousand Seventeen (2017).

BETWEEN

**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, 6<sup>th</sup> 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. SAIBAL KANTI CHOWDHURY** (having PAN- **ACDPC9984A**), Son of -Late Tamal Krishna Chowdhury, by faith Hindu, by nationality- Indian, by occupation-Service, **2. SUMANA CHOWDHURY** (having PAN- **AWOPC3951G**), Wife of-Saibal Kanti Chowdhury, by faith Hindu, by nationality- Indian, by occupation-Service, both are residing at- Flat No-3B, Bibha Apartment 50, Nalta School Road, Dumdum, Kolkata-700028, 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 UNIVERSIA**" 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 - Bhagabanpur, J.L. No. 10, comprised in R.S. Dag No. **2498** and **2499** appertaining to R.S. Khatian No. **573** 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 **3 BHK** flat having an covered area of **900 Sq. ft.** more or less on **3<sup>rd</sup>** floor, Block no. **19**, flat number- **G**, 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 covered area of **900 Sq. ft.** more or less on **3<sup>rd</sup>** floor, Block no. **19**; flat number- **G**, together with the undivided impartible proportionate share of land underneath including all other common service areas, amenities facilities and (2 AC Free) to be appended thereto in the said Building at or for the total consideration of **Rs. 24,00,000/- (Rupees Twenty Four Lakh)** only (Basic Sale Price Rs. 20,70,000 + Open Car Parking Rs. 1,50,000 + Amenities Charges Rs. 1,80,000).
2. That the Purchaser herein has paid the sum of **Rs. 3,30,001/- (Rupees Three Lakh Thirty Thousand And One)** only as an earnest and / or advance money out of the said total consideration money of **Rs. 24,00,000/- (Rupees Twenty Four Lakh)** 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 (Thirty Six) 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 **20%** 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. Also if refund by developer is done after completion of 36 months then an interest of 8% will be paid by developer.
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 covered 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 UNIVERSIA" situate at Mouza - Bhagabanpur, J.L. No. 10, comprised in R.S. Dag No. 2498 and 2499 appertaining to R.S. Khatian No. 573 and other R.S. Dags and Khatians under the Police Station of Kashipur within the limits of Bhagawanpur Gram Panchayet, Additional District Sub-Registrar at Bhangar 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.

2.

For Dharitri Infraventure Pvt. Ltd.

*Biswajit Ray*  
Authorised Signatory

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Signature of the Owner / Developer

SIGNED, SEALED AND DELIVERED

by the Purchaser at Kolkata  
in the presence of :-

1.

2.

*Shri Anas*

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Signature of the Purchaser



**RECEIPT**

**RECEIVED** of and from the within named Purchaser the within mentioned sum of **Rs. 3,30,001/- (Rupees Three Lakh Thirty Thousand And One)** 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  
*Biswajit Ray*  
Authorised Signatory

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**Signature of the Owner/Developer**



**DHARITRI** Infraventure Pvt. Ltd.

Dn-51, Merlin Infinite, 6th Floor, Unit 606,  
Sector V, Saltlake City Kolkata-700091  
E-mail : info@dhartri-infra.com

Date : 04.05.2017

To,

Name - Saibal Kanti Chowdhury / Sumona Chowdhury

Address - FLAT- 3B , BIBHA APARTMENT , 50 , NALTA SCHOOL ROAD ,  
DUM DUM , KOLKATA - 700028

Application No.- DU 2852

Subject: Allotment letter for Universia

Dear,

Mr / Mrs. Saibal Kanti Chowdhury / Sumona Chowdhury ,

Most humbly I would like to inform you that in response to your booking request , we Dharitri Infraventure Pvt. Ltd., having its office at DN 51, Merlin Infinite, , Suite - 606, Sector V, Saltlake City, Kolkata-700091, hereinafter you have allotted for residential Apartment , 900 SQ.FT , 3 BHK , 3<sup>rd</sup> floor , Block - 19 , Flat Type - E , Flat No.- G in our Universia project situated at Rajarhat Bhagawanpur , South 24 Parganas.

Thank you for being a member of our UNIVERSIA family. For further any queries please Contact with us.

For Dharitri Infraventure Pvt. Ltd.

*K. Mazumdar*

Authorised Signatory

Thanks and Regards  
Koyel Mazumdar

DHARITRI INFRAVENTURE PVT. LTD.



(Refer Customers Refund Application Form)

APPLICATION FOR REFUND OF MONEY

To,

The Director,

M/S. DHARITRI INFRAVENTURE PVT. LTD.

D/N-51; Merlin Infinite, 8<sup>th</sup> Floor, Suite-805,

Sector V, Salt Lake City, Kolkata-700091

Sir,

I/We wish to lodge this claim for refund of booking money which have been paid in Excess by me/us as per given below.

1. Applicant Name : SAIBAL KANTI CHOWDHURY / SUMANA CHOWDHURY
2. Father/ Husband Name : LATE TAMAL KRISHNA CHOWDHURY
3. PAN/ Aadhar Number : AC DPC 9984A
4. Address & Contact no. : Bidha Apartment Flat-3B,  
50, Nalita School Road, Dum Dum, Kolkata - 700028  
(M) 8820332939 / 9748929536
5. Flat Details / Bungalow Details:

- I) Project Name : Dhairi University
- II) BHK : 3
- III) Sq.ft. : 900
- IV) Floor : 3<sup>rd</sup>
- V) Block/Tower : 19
- VI) Facing :
- VII) Flat/Bungalow : G1

6. Grounds of Claim (specify)
7. Amount of Refund
8. Enclosures in original in support of refund claim

Project delay / other personal  
Rs. 4,14,001.00





(\* Please put a tick mark against the document being enclosed)


- (a) Letter of authorization from the purchaser/buyer in case the applicant is an agent.  
 (b) Original copy of money receipt.  
 (c) Original copy of allotment letter.  
 (d) Original copy of MOU agreement.  
 (e) Original copy of Agreement For Sales.  
 (f) Photo identity proof  
 (g) Address proof  
 (h) PAN copy  
 (i) Cancelled Cheque  
 (j) Any other document considered necessary in support of the claim (specify):  
 (k) Total Number of documents enclosed:

7.	Any further details deemed necessary and relevant to the refund claim :	
8.	Whether any other refund claim filed/pending against the same Flat/unit/Bungalow. If yes, give details.	Yes/No
9.	Whether personal hearing required or not before the case is decided	Yes/No

### DECLARATION

I/We Saibal Kanti Choudhury / Sumana Choudhury hereby declare that -

- (a) The contents of refund claim as per form above are true and correct to the best of my/our information and belief;  
 (b) The amount and the ground for which this refund claim has been filed has not been previously claimed and paid; and that  
 (c) The excess duty claimed as refund has not been passed on to any other person by the importer/buyer.

  
Signature of the applicant

Place: Kolkata  
Date: 13.06.2018

### INSTRUCTIONS FOR APPLICANT

- \* The deposit will be refunded by bank transfer/ Cheques within a maximum of 6 months. In this case, 5% of the deposit will be retained to cover administrative costs.
- \* The Deposit Refund Request Form must be completed, signed by the purchaser.
- \* Refunds for credit card purchase after 180 days will be in the form of a check.
- \* Check request may take up to 6 weeks.
- \* Cheques can be collected from the Office on Tuesdays and Thursdays between 12:00 am to 2 pm.