**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is being made on this Day of September, 2022.

**BETWEEN**,

**MR. NIRMALYA BASU MAJUMDAR (PAN – AJMPM0566E), (Aadhar: 9787 4531 2213)**, Son of Uday Basu Majumdar, residing at – 280, Criper Road, Near Abhinandan Tailors, Konnagar(M), Dist.- Hooghly, West Bengal- 712235, herein after collectively referred to as the “**ASSIGNOR/TRANSFEROR**” (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include their successors and successors in interest and/or assigns).

**AND**

**MR. BAPPADITYA MONDAL, (PAN: AZCPM4676K), (Aadhaar: 9279 4879 9139)**, Son of Debasis Mondal, residing at Lohapur Bazar, Lohapur, Dist.- Birbhum, West Bengal- 731237, hereinafter referred to as the “**ASSIGNEE/TRANSFEREE**” (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include their successors and successors in interest and/or assigns).

**Assignor** and **Assignee** are hereinafter referred to as such or as party and collectively as Parties.

To avoid any future disputes and misunderstanding the parties herein thought it proper and expedient to reduce the terms and conditions of the MOU Agreement into writing which are stated hereunder:

**NOW THIS MEMORANDUM WITNESSETH** and it is hereby agreed upon between the Parties:

1. That the ASSIGNOR is the Present Holder of all that the said Flat/Unit No. PS Ixora, VIII-2C on the 2nd Floor on the said building being Building/Block N0. VIII, on the said entire property containing by admeasuring saleable area 989 sq. ft. Super built up area (more or less) together with the undivided share in the common parts, portions, areas, Facilities and Amenities and together with one covered car parking space in the ground floor of the said Building/Block N0. VIII or as may be allotted within the Housing Complex and TOGETHER WITH the undivided proportionate impartible share in the land which will be allocable to that Building/Block N0. VIII out of the total area of land comprised in the said Entry Property and/or Housing Complex.
2. That the Assignee have agreed to purchase the said schedule flat with car parking for a total consideration of **Rs.46,00,000/-(Forty Six lakhs**) Only, and the Assignee will be paid total amount i.e. **Rs.46,00,000/-(Forty Six lakhs**) Only to the Assignor against the said sale/transfer of the said flat at the time of Registration day.
3. That Nomination transfer charges shall be paid by the **ASSIGNORS/TRANSFERORS.**
4. That the Assignee herein have unequivocally assured and affirmed that they will comply with all the terms and conditions of the Sale Agreement dated without any rider and/or any objection.
5. It is stated, by the Assignors as stated hereunder: -
6. That the Assignors agreed to clear all dues before executing sale agreement.
7. That the Assignor also agreed to get the nomination done by the builder in the name of the Assignee art.
8. That the Assignor on 05/09/22 clears his total loan amount to the HDFC Bank of this schedule flat and he also agreed to handover all the relevant documents of this flat within 10 days to the Assignee from this day i.e. on 05/09/22.
9. That the relevant documents which are provided or handover by the Assignor to the Assignee within stipulated time period otherwise this agreement will be void.
10. That the relevant documents which are listed below:-

* No objection certificate from PS Group Realty Limited.
* Allotment letter from PS Group Realty Limited dated 10/05/2009 favouring MR. NIRMALYA BASU MAJUMDAR.
* Current sale deed (original/copy) dated 27/07/2022 bearing no 12200/2022 favouring MR. NIRMALYA BASU MAJUMDAR for Rs. 3782430.
* 3 own contribution receipts for RS. 376062 (Last receipt dated 21/08/2009).

1. That the Assignor will hand over the peaceful vacant *khas* possession of the Said Unit and the door keys of the said schedule flat with car parking to the Assignees on day of Registration.
2. That no person or persons whosoever have/had/has ever claimed any right of preemption over and in respect of the Said Unit/Flat;
3. That the Assignor should clear all of their liabilities regarding this property from the MOU is executed.
4. The Assignee hereby agreed with the Assignor as follows:-
5. That the Assignee shall pay **Rs.46,00,000/- (Forty Six lakhs**) only as consideration amount to the Assignors, by which Assignors will clear all dues.
6. That the Assignee shall abide by the payment schedule and other terms and conditions of this agreement;
7. That the Assignor have absolute right and powers to enter and execute this agreement.
8. If the Assignor makes default in completing the transfer in favour of the Assignee then the Purchaser/ Assignee shall have the liberty in such case this agreement shall be deemed to be cancelled.
9. After good and marketable title being made out as aforesaid, if the Assignees failed, neglect or refuse to perform their obligations of this agreement within the stipulated period the Assignor shall be entitled to enforce this agreement for specific performance thereof vice versa/contrarily after getting the agreed consideration from the Assignees, if the Assignor not deliver the khas vacant possession and nomination agreement of the schedule flat with car parking in favor of the Assignees within the stipulated period, the Assignee shall be entitled to enforce this MOU Agreement for specific performance thereof.
10. Till the completion of Registration, the possession of the schedule flat with car parking, original documents, money receipts etc. along with necessary papers in relation to the Said Unit will be retained and kept in custody of the Assignor and the Assignee have no objection or claim against such custody/ arrangement or documents. On successful payment of **Rs.46,00,000/-(Forty Six lakhs**), the schedule flat with car parking, original documents etc. will be handed over by the Assignor to the Assignees on the same day i.e on the Registration Day.
11. After signing the Nomination Agreement by the Assignor, the Assignees shall be entitled to sign, execute and register the said property in his name. It is Assignor responsibility to be present to execute and registered the Deed of Conveyance/Deed of Transfer of the Said Unit in favor of the Assignees. If any NOC is required by the Assignor then it will be provided to the Assignees to execute the Conveyance Deed of the Said Unit in favor of the Assignees. In this regard the time, date and place of the registration of the Conveyance Deed as well as the drafting of the Conveyance Deed will be finalized by the Developer by its own direction.
12. The Assignor and the Assignees hereby declare and confirm that on execution of this MOU Agreement, they will not deal with anyone else for the Said Unit or made this agreement for public or third-party view without specific permission of other party and will abide by the terms and conditions of this agreement.
13. The parties shall continue to be bound by the terms of MOU Agreement for the period mentioned hereinbefore.
14. The Agreement shall be executed in 1(One) original for one party and other party will take xerox copy as same.
15. For any dispute the court of jurisdiction of Calcutta will be applicable.

**IN WITNESS WHEREOF** both the parties put their respective signature on the day, month and year first above written.

**“SCHEDULE”**

All that the said Flat/Unit No. PS Ixora, VIII-2C on the 2nd Floor on the said building being Building/Block N0. VIII, on the said entire property containing by admeasuring saleable area 989 sq. ft. Super built up area (more or less) together with the undivided share in the common parts, portions, areas, Facilities and Amenities and together with one covered car parking space in the ground floor of the said Building/Block N0. VIII and situated at …………………………………………………………………………………………..

**WITNESSES**

1.

**………………………………**

**Signature of Assignor**

2.

…………………………..

**Signature of Assignee**