



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

72AA 517171

PRELIMINARY AGREEMENT

PARTIES

(1) **M/s. SHELTER INFRA PROJECTS LIMITED**, formerly known as **CCAP LTD.** a Company registered under the Companies Act, 1956, having its Registered office at DN-1, Sector-V, Eternity Building, Salt Lake City, Kolkata-700091, hereinafter referred to as the **DEVELOPER.**

SHELTER INFRA PROJECTS LIMITED

Authorised Signatory

96232

Name :

Address :



Rs. 10

Kolkata Collectorate,
11, Netaji Subhas Rd.,
Kolkata-1

Amal Kr. Saha
Licensed Stamp
Vendor.

21 JUN 2013

(2) **M/s. MJM NIRMAN PVT. LTD.** a Company registered under the Companies Act, 1956, having its Registered Office at DN-1, Eternity Building, Sector-V, Salt Lake City, Kolkata-700091, hereinafter referred to as the **OWNER**.

(3) Hereinafter referred to as the **ALLOTTEE** as **THIRD PART**

1) NAME : Mr. Siba Kumar Mukhopadhyay

FATHER's NAME: Mr. LATE TARIT KANTI
MUKHERJEE

ADDRESS: Uditā, Asthami-203(UD080203),
1050/1, Survey Park, Kolkata-700075

2) NAME : Mr. Amitabha Mukhopadhyay

FATHER's NAME: Mr. Siba Kumar Mukhopadhyay

ADDRESS: Uditā, Asthami-203(UD080203),
1050/1, Survey Park, Kolkata-700075

LEGAL ASPECT:

(1) **M/s. MJM NIRMAN PVT.LTD.** has purchased a piece of 10 Acres land more or less in Mouzas Barhans Fartabad, & Kandarpapur-Boalia in several plot under different Khaitans, J.L.No.47 & 49, Touzi 109, P.S. Sonarpur, District 24 Parganas (South).

(2) While enjoying and possessing the said land **OWNER** has decided to develop the said land to a comprehensive housing project and entered into an agreement for joint development with the developer under certain terms and conditions as mutually agreed upon and empowered the developer for taking all steps to implement the project including charges, mortgage of the property or sell of flats, shops whatsoever to the prospective buyers/investors and or to the banks/ financial institution etc.

for raising fund as the case may be required for the project. However in case of property is mortgage with the bank /financial institution the buyer shall not make payment beyond 60% of the total cost until the mortgage is cleared off.

BACKGROUND :

(1) The developer after taking possession of the said land made survey, soil testing, and constructed site office.

(2)The developer has initiated the mutation as per provision of WBL&LR Act and got major nos. of plots mutated in the owners name.

(3) Appointed Consultants, Architects and a concept plan was prepared on the basis of the primary survey by the Architect.

(4) A final plan will be prepared on the basis of assessment of market demand and to resource the required fund for initial expenditure the Developer invited LOI's through different real estate facilitators and agencies for two Blocks of the proposed plan in concessional price than the estimated final price.

(5) More than 100 people have expressed their interest and applied with initial booking amount as advance and part of the consideration of the respective units of the proposed two Blocks for which receipts were duly issued by the Developer.

STATUS :

(1) While demarcation for erecting boundary walls have been started, objection were raised

by some people claiming their unsold share in certain portion of the project land supposed to be owned by the **OWNER**. It was also found that small patches of land in and around the project land are still belong to different owners.

(2) Certain lawful claims were mutually settled against payment of amounts as agreed upon and certain claims were found in genuine, false and made only for unjustified gain and or to create obstacles to implement the proposed project named as ANANDADHARA, probably being instigated by some local realtors or people with malafide intentions.

(3) Those people filed suits at Baruipur Court and obtained exparty injunctions in regard to few nos. of plots which are within our project land. And whereas, few of such cases have been dismissed by the concerned court due to absence of prima faci documents in support of the litigants respective claims when challenged by us before the concerned Judge.

(4) Three of such cases are still pending which are vigorously monitored and pursued by our counsels and expected to be disposed expeditiously.

(5) Few remaining patches has been already purchased by the FIRST PARTY in the name of the SECOND PARTY and also made agreements for sale against payment of advances as part of the consideration as agreed upon with the owners of those small portion of land.

Remaining cases are in the process of negotiation, searching and finalization.

(6) Mutation application before the Sonarpur Municipality is pending due to the order of injunctions in regard to some plots within the project area as mentioned above. Representations were made by our lawyers, hearing and verification of all original deeds have been completed. We expected the same will be issued soon.

(7) The Allottees being satisfied about the title of the DEVELOPER in respect of the said premises and after inspection of the relevant papers and documents in original and the proposed plan of the proposed building has agreed to purchase a flat measuring **1190 sqft.**

More or less on the **4th floor in the Tower 1** along with One Covered four wheeler parking Space.

PROVISIONAL ALLOTMENT: The Unit No **4A** in **Tower-1** in the Proposed project named as ANANDADHARA has been provisionally allotted to the third party from the developers allocation. The area is **1190** sft. (Super built up) approx.

PRICE : Rs.**3116/-per sft.** For the UNIT and Rs.3,00,000 . For Covered parking space as provisionally allotted. Total price will be determined on final design and measurement of the finally allotted unit as per the plan to be sanctioned by the concerned authority. There will be no escalation in price.

MODE OF PAYMENT:

(i) Rs.741608/- has been received Vide (a) Cheque No.285833 dt.02.09.2010 Drawn on HDFC Bank Ltd.; (b) Cheque No.285832 dt.17.08.2010 Drawn on HDFC Bank Ltd.; (c) Cheque No.067667 dt.16.08.2010 Drawn on ICICI Bank Ltd.; against the said provisional allotment as advance and part of the consideration.

(ii) Balance amount against the Flat cost will be paid as per the following schedule after sanction of the building plan.

Sl. No.	Particulars	Due Date	Rupees
1	Application Money	Amount	20%
2	Allotment Money	Within 45 days from the date of Allotment /Agreement	10%
3	1st Installment	On completion of Foundation	10%
4	2nd Installment	On 5th Floor Slab Casting	10%
5	3rd Installment	On 10th Floor Slab Casting	10%
6	4th Installment	On 15th Floor Slab Casting	10%
7	5th Installment	On 20th Floor Slab Casting	10%
8	6th Installment	On 25th floor Slab Casting	10%
9	7th & Final Installment	On Possession	10%
Total			100%

LIMIT :

The process of obtaining all the statutory clearances and the sanction of the building plan are expected to be completed by 18 months from the date of this agreement by which time the differences/disputes in small patches of land within the project as mentioned herein above will also be settled by us in all reasonable manners.

The project, on receiving the sanction of plan, will be constructed phase wise and the blocks containing the UNIT, referred above will be

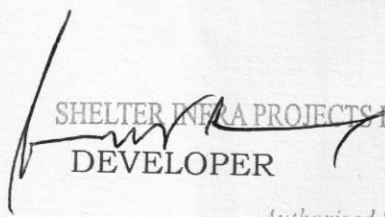
completed in first phase within a target of 30 months from the date of sanction.

UNDERTAKING:

In case, due to reason beyond the control of the developer the project is delayed beyond the period as stated above a compensation of 12% simple interest per annum on the payment made by the allottee will be paid by the developer for the period of delay. Purchaser is not free to cancel the agreement during the period of 18 months from the date of this agreement. However in some emergency case the company will refund the amount without any deduction and charges.

Parties agreed and subscribed their respective signature with seal being witnesseth as follows.




SHELTER INFRA PROJECTS LIMITED
DEVELOPER
Authorised Signatory

OWNER

ALLOTTEE

WITNESS

- 1.

- 2.

