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ARTICLES OF AGREEMENT made and entered into at Mumbai on this the 5<sup>th</sup> day of January, in the Christian Year Two Thousand Four Between MESSRS. CRESCENDO ASSOCIATES, a Partnership Firm, duly registered under the provisions of the Indian Partnership Act, 1932, having its Registered Office at 514, Dalamal Towers, Nariman Point, Mumbai 400 021 & Administrative Office at Olympia building, 1st Floor, Hiranandani Gardens, Powai, Mumbai 400076, hereinafter referred to as "the Builders" (which expression shall, unless it be repugnant to the context or the meaning thereof, mean and include the partner or partners for the time being of the said firm, the survivor or survivors of them and the respective heirs, executors and administrators of such survivor/s and his/her/their assigns) of the One Part AND MR. G. SHEKHAR & MRS. SHOUBHA NARAYAN

having address at Flat No. 5, Bldg No. 2, Green Fields, Society, Ghatta Village Road, Chembur, Mumbai 400 071 hereinafter called "the Purchasers" (which expression shall, unless it be repugnant to the context or the meaning thereof, mean and include their respective heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS, by and under a Letter of Allotment, dated **05th January, 2004**, issued by **MESSRS. CRESCENDO ASSOCIATES** in favour of the Purchasers, the Promoters have allotted to the Purchasers Flat bearing No.**1004/B** on the **10th floor**, admeasuring **1115 sq.ft.** of the building known as "**OCTAVIUS**" situated at Hiranandani Gardens, Powai, Mumbai 400 076, being developed by the Promoters, for the price and on the terms and conditions therein contained.

AND WHEREAS, it is agreed by and between the Parties hereto that the Promoters, shall arrange to provide to the Purchasers the additions, alterations, overheads and special amenities more particularly referred to in the Schedule hereto (hereinafter collectively referred to as "the said additional amenities").

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, as under :-

1. The Promoters hereby undertake to provide to the Purchasers the said additional amenities in the said flat at or for the price of **Rs.11,03,850/-** (Rupees Eleven Lakh Three Thousand Eight Hundred Fifty only) being the total consideration which amount shall be paid by you as follows

:

Earnest Amount	Rs. 25,000/-
On or before 29.01.2004	Rs. 6,56,375/-
On completion of Plinth	<u>Rs. 4,22,475/-</u>
<b>Total</b>	<b><u>Rs.11,03,850/-</u></b>

2. The Purchasers further declare that their commitment to avail of the additions, alterations, overheads and special amenities contemplated by this Agreement and more particularly set out in the Schedule hereunder appearing is irrevocable and that they, the Purchasers, shall not, in any event whatsoever, demand from the Promoters refund of the said consideration or any part thereof in order to reduce the liability of the Purchasers.

3. It is further agreed that on the Purchasers committing default in payment of other amount or amounts under these presents on the due date (including their proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) the Promoters shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Promoters after giving the Purchasers (15) days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Promoters intend to terminate the Agreement and if the Purchasers continue the default in remedying such breach or breaches within the stipulated period of fifteen (15) days from the date of such notice from the Promoters. It is further agreed that upon termination of this Agreement as stated herein the Promoters shall be entitled to forfeit the earnest amount and all other sums that may have been paid till then by the Purchaser to the Promoters. Upon the termination of this Agreement as aforesaid, the Purchasers shall have no right, title, interest, claim or demand in the said additional amenities and the same shall belong to the Promoters alone.

If any payment is delayed, interest at the rate of 18 per cent per annum shall be charged by the Promoters to the Purchasers for the period of delay or default.

IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hand and seal, the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED )

by the withinnamed Promoters )

**MESSRS. CRESCENDO ASSOCIATES** )

in the presence of )

**CRESCENDO ASSOCIATES**

*R. N. K.*

Partner/Authorised Signatory

SIGNED SEALED AND DELIVERED )

by the withinnamed Purchasers )

**MR. G. SHEKHAR** )

**MRS. SHOBHA NARAYAN** )

in the presence of )

*G. Shekhar*

*Shobha Narayan*

**THE SCHEDULE ABOVE REFERRED TO**

1. Good quality marble flooring in Living/Dining.
2. Painted Interiors.
3. Full height Ceramic Tiles Dado.
4. Special Sanitary ware.
5. Imported Ceramic Disk/Cartridge Plumbing fixtures.
6. Boilers in toilets and kitchen.
7. Granite Kitchen Platform.
8. Concealed Copper Wiring.
9. C.P.L. Plate Electric Switches.
10. Fuse Box with Miniature Circuit Breakers and E.L.C.B.
11. Sorbit Mortice Lock.
12. External Renovo Synthetic Plaster.
13. Special Waterproofing in Toilets and kitchen.
14. Special (Imported) wood for doors and windows.

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DATED THIS 05TH DAY OF JANUARY 2004

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CRESCENDO ASSOCIATES

AND

MR. G. SHEKHAR

MRS. SHOBHA NARAYAN

AGREEMENT