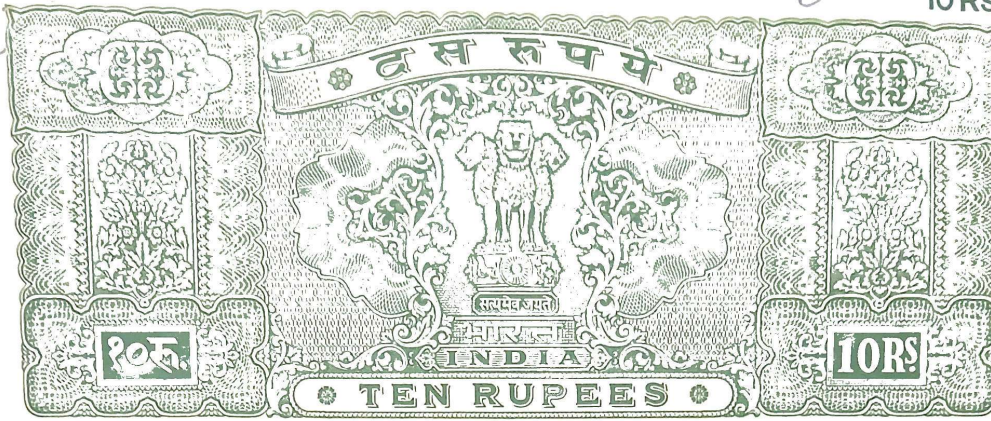


| | |
|-----------|-----------------------|
| SHARES | Regn No of Transferee |
| Secretary | |
| Secretary | |
| Secretary | |
| Secretary | |
| Secretary | |

L3 IORS.



श्री. वररंज या. सरदरभल
 परवाना धारक मुद्रांक विक्रेता क्र. १००
 डॉ. गंधेडकर चौक, मिनीयर गेट नं. ६,
 नोपाडा, पुना दुर्ग, पुना-४००.
 क्रमांक... 2225 दिनांक.....
 श्री. सर्व श्री. श्री. श्री.....
 यांना न्यावेतार मुद्रांक रु..... 10/-
 ना विकला.

4 MAY 1996

M: K. Khan
 Adv. Bombay.

सही: M. K. Khan
 परवाना धारक मुद्रांक विक्रेता.

K-26

Agreement attached



Stamp
 Cdr SK NAW 61A
 01749-2

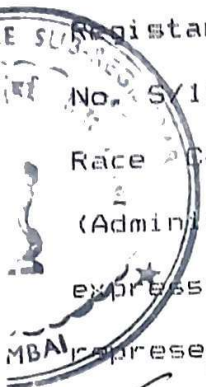
Joga
 (Cdr K S Doga)
 Dy Director (Admin)
 Air Force Naval Housing Board

50 Receipt No. 103 Date 7/6/99
 No. UN-1/575/92/1900
 GENERAL STAMP OFFICE, Bombay
 Dt. 29-6-99
 RECEIVED From Cdr. Swinder Kumar
Mangra the stamp
 Duty Rupees 12000/- Twelve thousand
seven hundred seventy only
 CERTIFIED under Sec 41 of the Bombay Stamp
 Act 1958 that the proper stamp duty Rupees 12000/-
Twelve thousand seven hundred
and seventy only and payable Rupees 300/- Three
Hundred only
 have been paid in respect of the instrument.
 Amt. 25 (01)

838

ELEVENTH 13

This agreement of allotment is made on this MAY day of _____, One Thousand Nine Hundred and Ninety Six between the Air Force Naval Housing Board, a society registered under the Societies Registration Act, 1860, with the Registrar of Societies, Delhi, under certificate of registration No. SY11008 of 19 May 1980, with its office at Air Force Station, Race Course, New Delhi, through its duly authorised Director (Administration) hereinafter referred to as the 'Board' (which expression shall include its executors, administrators, representatives and assigns) of the First Part and



COMMANDER SURINDER KUMAR NANGIA

son of Sr OM PARKASH NANGIA
resident of 8 GODAVARI MANIKHURD
BOMBAY - 400 088

hereinafter referred to as the 'the Allottee' (which expression shall include his heirs, successors, executors and administrators) of the Second Part.

Whereas by a lease deed executed with the Maharashtra Housing and Area Development Authority (MHADA) on the 05th day of May 1988, and registered in the office of BHADB, Griha Nirman Bhavan, Bandra (East), Bombay, the Board has procured 24 plots H31 to H 45 and M21 to M29 measuring 36,147.35 square meters (gross) of land for the purpose of constructing residential flats and garages for the members of the self financed housing schemes sponsored by the Board, on the terms and conditions contained in the said lease deed. The AFNHB has constructed 620 flats under this self financed housing scheme.

[Signature]
Dy Director (Admin)
AFNHB
(Cdr K S Dogra)
Dy Director (Admin)
Air Force Station

[Signature]
Signature of allottee :
Name : SK NANGIA
Rank : Cdr
Ser.No. : 01749Z

Whereas the allottee had joined the Board's said scheme for allotment of a flat now known as Jalvayu Vihar, Powai, Bombay.

And Whereas the Board after construction of the flats in the said Jal Vayu Vihar Powai, Bombay has allotted to the allottee. Flat Type B No. K-26 scooter/

~~car parking under stilts/open space No. _____~~ hereinafter referred to as the said flat scooter/car parking space subject to the rules, regulations, orders made and instructions issued by the Board from time to time; and

Whereas the allottee had paid the tentative cost of the said flat including scooter/car parking space totalling Rs. 567000/- (Rupees) FIVE LACS SIXTY SEVEN THOUSAND ONLY

The allottee has also paid a sum of Rs. _____ (Rupees) representing reserve fund and cooperative society charges, maintenance charges, the receipt whereof the Board hereby acknowledges; and

Whereas, the allottee has drawn a loan to partly finance the said flat from HBA and WGIS for which Board has entered into tripartite agreement between the allottee, the Board and the said party/parties for mortgage of the said flat.

By Director (Admin.)
AFNHB (Cdr R S D...)
By Director (Admin.)
Air Force...

Signature of allottee:
Name : SIC MAN GIA
Rank : Cdr
Ser.No. : 017492

AND WHEREAS at his /her own request, the allottee has now been delivered physical possession of the said flat, scooter/car parking space together with all the fittings and fixtures as per the inventory signed by the allottee, pending execution and registration of a conveyance/sub-lease deed between the allottee and the Board, which fact the allottee hereby expressly acknowledges.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES FOLLOWS:-

(a) The allottee agrees that the cost of the said flat, scooter/car parking space etc. at Jal Vayu Vihar Powai, Bombay allotted to him by the Board as on date is tentative and the final cost is to be worked out by the costing committee comprising of members from Naval/Air HQ. In case the expenditure on the project exceeds the collections on the basis of tentative cost recovered from allottees, additional amount may be called even before the final costing committee is formed. In the event of the final cost being more than the amount paid by him/her, he/she undertakes to pay the additional amount, as and when called for by the Board. The allottee also agrees and undertakes to pay the future liabilities occurring due to various other reasons i.e. expenses incurred on litigation, payment of compensation for increase in the cost of land etc. to satisfy the claim pursuant to an award in favour of the contractor.



[Signature]
 Dy/Director (Admin)
 AFNHE (Cdr K S Dogra)
 Dy Director (Admin)
 Air Force Naval Housing Board

[Signature]
 Signature of allottee :
 Name : SK IVAN GIA
 Rank : CDY
 Ser. No. : 017492

(b) The allottee shall abide by all the conditions that are imposed by the BHADB in transferring the aforementioned land to the Board and subject to which only, the Board will transfer its rights to the allottee and he/she shall be bound to observe all the rules, stipulations, terms and conditions made applicable to the Board, in respect of the allotment or use of the land by the BHADB or any other authorities in this behalf and shall not do or permit anything to be done, in contravention of the said covenants etc.

(c) On being called upon to do so by the Board, the allottee will execute the conveyance/sub-lease deed and have the same registered at his/her own cost. All expenses for executing the conveyance/sub-lease deed including cost of stamp paper of requisite value will be borne by the allottee.

(d) The said flat will not be used for any purpose other than residential by the allottee, his/her family, tenant or any one else through him.

(e) That the parking space allotted to allottee shall be used only for the purpose of keeping a vehicle and for storing household goods. He/she shall not use it for any commercial/professional purpose or as a godown.



[Handwritten Signature]

Dy Director (Admin.)
 AFNHB (Cdr K S Dogra)
 Dy Director (Admin)
 Air Force Naval Housing Board

[Handwritten Signature]

Signature of allottee:
 Name : SK NAN GIA
 Rank : Cdr
 Ser. No. : 017492

(f) The allottee shall not make, erect or cause or suffer to be made any additions or alterations whatsoever to the said flat, terrace or the parking space without prior written permission of the Board and BHADB Administration and in any event such additions or alterations shall be at his/her own cost and expense and on such terms and conditions as may be laid down by the Board. He/she shall keep and maintain the said flat, terrace and parking space clean tidy, healthy, wind and water tight, in all seasons and in good and substantial repair, reasonable wear and tear and damage by fire or storm expected.

(g) The allottee shall not sell, mortgage, exchange lease out or otherwise alienate or dispose off the whole or any part of the said flat/terrace, and parking space without the prior written permission of the Board and BHADB Administration which it shall be entitled to refuse in its absolute discretion, and on such terms and conditions as are laid down by the Board. He/she fully understands that in the event of any transfer being made without obtaining the said previous consent, such transfer shall not be recognised by the Board and in that event and also, in the event of any other breach of the covenants on his/her part, it shall be open to the Board to re-enter the flat terrace and parking space and take possession of the same on such terms as have been laid down by the Board in this behalf, from time to time.



[Signature]
 Dy Director (Admin.)
 AENHB (Cdr K S Dogra)
 Dy Director (Admin)
 Air Force Naval Housing Board

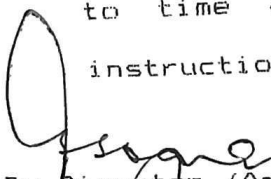
[Signature]
 Signature of allottee:
 Name : SK NANTIA
 Rank : Cdr
 Ser. No. : 017472

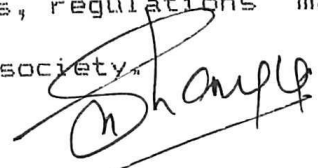
(h) The allottee shall ensure repayment of loan and interest to the agencies regularly and will not make any default in that respect.

(j) After payment of all the dues by the allottee, the ownership of the flat parking space together with the land appurtenant thereto shall vest in the allottee and the rest of the land in the said plot of land allotted to the Board by Maharashtra Housing and Area Development Authority, comprising of common land/areas/property/asset shall be transferred to the Jal Vayu Vihar Apartment Owner's Association Powai, Bombay and he/she will not have any exclusive right to their use.

(k) Roofs, stair cases, passages and other common conveniences will be utilised by the allottee alongwith other allottees of the flats in the said Jal Vayu Vihar, Powai (Bombay) and he/she will not have any exclusive right to their use.

(l) The allottee shall become a member of the Jal Vayu Vihar Apartment Owner's Association Powai, Bombay and pay all charges fixed by the said society from time to time and abide by the rules, regulations made and instructions issued by the said society.


Dy Director (Admin.)
AFNHB (Cdr K S Dogra)
Dy Director (Admin.)
Air Force Naval Housing Board


Signature of allottee:
Name : SK NANGIA
Rank : Cdr
Ser. No. : 017492

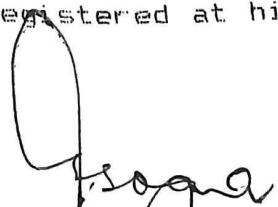


(m) The allottee will pay and discharge all rates, and ground rent, taxes, charges and assignment of every description which is now or may at any time hereinafter be imposed on the said flat, garage etc by the central or state authority or BHADB and/or BMC or any local authority.


(n) The allottee shall permit any of the agents or representatives of the Board and those of the said society at all reasonable hours to enter into the flat and parking space etc. to inspect the condition of the premises and shall not perform any act against the interest of the Board or the society.

(p) The allottee, if allotted a flat on the top floor shall permit the allottees of other floors to have access to the water tanks on the terrace for purposes of checking and for repairing the same.

II. The Board agrees that it will, as soon as convenient, prepare a conveyance/sub-lease deed to be executed between the Board and the allottee jointly with any other relative(s) as per rules of the Board/rules of BHADB/MHADA/ rules of Maharashtra State, and will give notice thereof to the allottee for execution and getting the same registered at his/her expense.


Dy Director (Admin)

AFNHB (Cdr K S Dogra)
Dy Director (Admin)
Air Force Naval Housing Board


Signature of allottee:

Name :

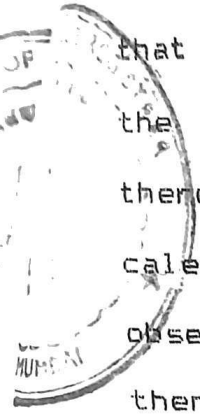
Rank :

Ser. No. :

SK NANGIA
Cdr
017492

L3

III It is further agreed by and between the parties that these presents are executed on the express condition that if and whenever the ground rent or any part thereof or the repayment of the said loan and interest or any part thereof is in arrears and remains unpaid for the space of one calendar month or if there shall be a breach or non-observance of any of the covenants hereinbefore contained, then, and in any such case, notwithstanding the waiver of any previous cause or right of re-entry, the Board may re-enter the said flat, and parking space etc. and expel the allottee, and all occupiers of the same therefrom and this agreement shall forfeit all rights title and interest except payment by the Board to the allottee, of reasonable compensation for the said flat, and garage as decided by the Board but not exceeding the cost the cost the allottee had paid to it.



IV. And it is hereby further agreed by and between the parties that:-

(a) Any notice to be served shall be deemed to have been sufficiently served on the allottee if the notice under the signature of the the Dy Director (Admin) of the Board, is left on the said flat and parking space.

Dy Director (Admin)
 AFNHB
 (Cdr K S Dogra)
 Dy Director (Admin)
 Air Force Housing Board

Signature of allottee :
 Name : SK NANGIA
 Rank : CDR
 Ser. No. : 017492

(b) All costs, expenses, incidentals to the execution of this agreement shall be borne and paid by the allottee.

And, it is further agreed, accepted and understood that notwithstanding the location of the dwelling unit(s) only court(s) at Delhi shall be the appropriate court(s) of jurisdiction to decide/adjudicate the claims/actions of the parties herein against each other.

IN WITNESS WHEREOF the parties hereto the these presents:

Dy Director (Admin), Air Force Naval Housing Board, for and on behalf of and under the authority of the Board in this behalf; and COMMANDER SURINDER KUMAR NANGU

the said allottee have signed this agreement hereunder on the date and the year aforementioned.

Witness:

Shanoo
Allottee

1. HC Verma
(HC Verma)
Cdr, 50474-N

2. Ninan P Mathai
(Ninan P Mathai)
Cdr 50275K.

K S Dogra
(Cdr K S Dogra)
Dy Director (Admin.)
Air Force Naval Housing Board

For and on behalf of the
Air Force Naval Housing Board

KALAYU VIHAR SECTOR - B

Office of the Sector Officer, Kalay Vihar Sector - B
 The Government of India, New Delhi

No. 104/1991
 Dated: 11/11/1991

Ref: 11/11/1991

- Golden Member Card of the Sector Officer
- Union Member Card of the Sector Officer

The above mentioned cards are being issued to the Sector Officer, Kalay Vihar Sector - B, New Delhi, for the purpose of the registration of the Sector Officer's card.

[Signature]
 Secretary,
 Kalay Vihar Sector - B,
 Calcutta Housing Society,
 Sector - B, Kalay Vihar.

Minister + Secy
 Sanjay K. Singh - 2550000
 Sanjay K. Singh - 2550000
 Sanjay K. Singh - 2550000
 Sanjay K. Singh - 2550000
 Sanjay K. Singh - 2550000

L4

13/10/11
Real Estate Services

L3

Share Certificate No. **096** Member's Regn. No. **096** No. of Shares **5**

SHARE CERTIFICATE

POWAI JAL VAYU VIHAR (TYPE-B) CO-OP. HOUSING SOCIETY LTD.

Adi. Shankaracharya Marg, Powai, Mumbai - 400 076.

Regn. No. MUM/MHADB/HSG/TC/11649/2002-2003 DT. 4-6-02

(Registered under the Maharashtra Co-operative Societies Act 1960)

Registration No. **096**

Date **15-01-2003**

This is to certify that Shri/Smt./Ms. Mr. Surinder Kumar Nangia

is the Registered Holder of FIVE fully paid up share of

Rs. FIFTY each numbered from 476 to 480 both inclusive, in **POWAI**

JAL VAYU VIHAR [TYPE - B] CO-OPERATIVE HSG. SOCIETY LTD.,

Powai, Mumbai - 400 076 subject to the Bye-laws of the said Society

Given under the Common Seal of the said Society on this 15th day of

January, 2003.



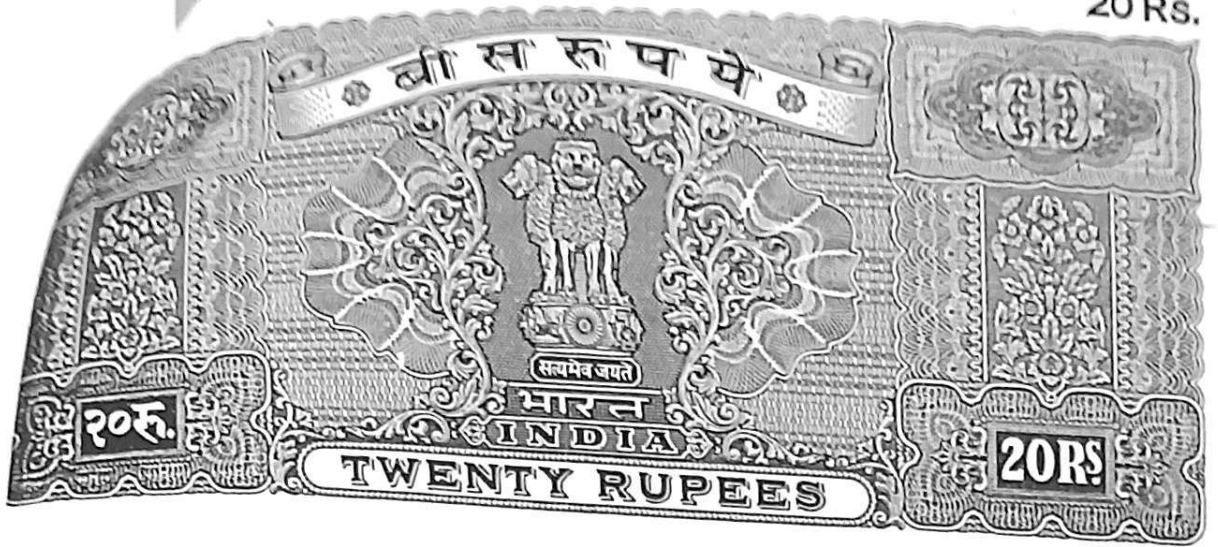
[Signature]
Authorised
M.C. Member

[Signature]
Secretary

[Signature]
Chairman

P.T.O.

in the
District and
Mumbai Suburban,
Shankaracharya Marg,
Powai, Mumbai 400 076



दिक्की नं. 19

क्रमांक 132

प्रधान मुद्रांक कार्यालय, मुंबई

महानगर

- धर्मशाला/श्री श्रीमती Cdr. S. K. Nangia

..... यांचा स्वायत्त मुद्रांक

..... वा विक्रय

मुद्रांक विभाग

23 JUL 1999

DEED OF CONFIRMATION

THIS DEED OF CONFIRMATION made at Mumbai this 11th day of August 1999 by ...Cdr. S.K. Nangia..... having address at Flat No. K-26, Jal Vayu Vihar, Sector 'B', Adi Shankaracharya Marg, Powai, Mumbai - 400 076 hereinafter called " the CONFIRMOR".

WHEREAS by an Agreement dated 11-5-96 made and executed by and between AIR FORCE NAVAL HOUSING BOARD, therein referred to as THE BOARD of the ONE PART AND Cdr. S.K. Nangia..... therein referred to as "THE ALLOTTEE" of the OTHER PART, the BOARD did there by agree to allot and the THE ALLOTTEE agreed to purchase the Flat No. K-26, Jal Vayu Vihar, Sector 'B', Adi Shankaracharya Marg, Powai, Mumbai - 400 076 which is more particularly described in the Property Schedule thereunder written

29
AND WHEREAS the Parties to the Agreement dated 11-5-96 failed to appear before the Sub-Registrar of Assurances, Mumbai to Register the said Agreement (Annexed herewith as Exhibit 'A') under the provisions of the Indian Registration Act, 1908.

AND WHEREAS the Confirmor herein is now desirous of confirming the said Agreement and executed these presents.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said desire, the Confirmor do hereby confirm the said Agreement executed by BOARD and the Confirmor and annexed herewith as Exhibit 'A'. AND THE Confirmor do hereby further confirm all terms and conditions therein mentioned in all respect as if the Confirmor has been appeared before the Sub-Registrar of Assurances, Mumbai within the time limit and presented the said Agreement for Registration and admitted execution thereof to the end and intend that the said Agreement shall take effect abinitio in all respect therein mentioned as amply and effectually as if the said Agreement has been duly Registered under the provisions of the Indian Registration Act, 1908.

IN WITNESS WHEREOF the Confirmor do hereby set and subscribe the hand and seal the day and year first hereinabove written.

SCHEDULE OF THE PROPERTY

Flat No. K-26, admeasuring 860 sq. ft. area, in Jal Vayu Vihar, Sector 'B', Adi Shankaracharya Marg, Powai, Mumbai - 400 076, situated at the MHADA Plots H31 to M29, CTS. No. 8(CPT) 9(CPT) 10(CPT) khat 11/1 New CTS No 7/13

SIGNED AND DELIVERED)

by the within named Confirmor)

...dr. S.K. Nangia.....) (MR. D. S. WAGHCHAURE - C. A. of

in the presence of) ...dr. S.K. Nangia.....)

२९/०९

३. शासनाचे दरम्यान दुय्यम निबंधक
 दुय्यम कार्यालयात हजर केला.

CLA to S.K.Nangia.

| | |
|----------------------|------|
| तैयारी | १६०० |
| द्वारे | ०० |
| कनकज (फोटोकॉपी) | २५ |
| बाटा (२००० रु. २०००) | ३० |
| बाटा कनकज (कलम २५) | २ |
| रावी | ०९ |
| हाईलींग | |
| प्यास | |

(Handwritten signature)

१६००



दुय्यम निबंधक, मुंबई

दादाभाऊ सा. बाबचोरे, रहाभाई
 १, हरीकृपा सोसायटी पांडुरंग नगर
 कानिबली, कल्याण पूर्व, ठाणे,
 श्री. कमाण्ड एच.के. नॉटरीया
 रोमी मतदार नोंदणी क्रमांक: ११५/२९९२.
 दिलेल्या ओळख पत्र नं. MI/10/056/
 0292632 ने देत आहेत.

दुय्यम निबंधक, मुंबई
 कार्यालयी सुनावणी करण्याचे जाहीर
 नोंदणीचे प्रारंभ करण्यात येईल.

संस्थापक कर्ण देवार

(Handwritten signature)

प्राकृतित

दिल्याचे कर्ण कर्ण

(Handwritten signature)

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