

PE/2/118  
06/17



1/5/96  
1/5/96

(6.7) +  
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## DEED OF CONFIRMATION

THIS DEED OF CONFIRMATION made at Mumbai this 23rd day of August 1999 by cd. H.S. Bawa ..... having address at Flat No. H-72, Jal Vayu Vihar, Sector 'B', Adi Shankaracharya Marg, Powai, Mumbai - 400 076 hereinafter called "**the CONFIRMOR**".

WHEREAS by an Agreement dated 1/5/96 ..... made and executed by and between AIR FORCE NAVAL HOUSING BOARD, therein referred to as THE BOARD of the ONE PART AND cd. H.S. Bawa ..... 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. H-72, Jal Vayu Vihar, Sector 'B', Adi Shankaracharya Marg, Powai, Mumbai - 400 076 which is more particularly described in the Property Schedule thereunder written

AND WHEREAS the Parties to the Agreement dated 1/5/96 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 then 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. H-72, 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(P.T) 9(P.T) 1d(P.T) Chat New No 7(13)

SIGNED AND DELIVERED )

by the within named Confirmor )

cd. H. S. Bawa ) (MR. D. S. WAGHCHAURE - C. A. of

in the presence of ) cd. H. S. Bawa )



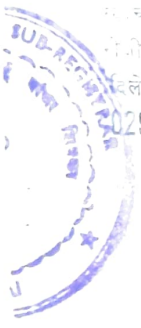
दुयम वचन अक्ष ५५२६  
 २३/११/००  
 २३  
 २३  
 २३

(C.A. to. cdr. H.S. Bawa)

*R. Nay*

*R. Nay*  
 दुयम निबंधक, मुंबई

श्री. दादाभाऊ सा. बाघचीर, रहाणार  
 ७/११, हरीकृपा सोसायटी पांडुरंग नगर  
 काटे मानिवली, फल्याण (पूर्व), ठाणे,  
 हे श्री. cdr. H.S. Bawa  
 यांचा अर्ज क्र. १२३/२०००  
 याचा अर्ज क्र. १२३/२०००  
 याची मतदार नोंदणी अधिकारी यांचे  
 विलंबित अर्ज क्र. १२३/२०००  
 ०२९२६३२ ने देत आहेत.



*R. Nay*

दुयम वचन अक्ष, .....  
 साहेबाने मान्यता पत्र  
 धारकित .....  
 या दिनाचे कथल करवाव,  
*R. Nay*

२३/११/००

किरी	..	२
रि	..	५६६०
चक्रक (कोलिओब)	..	००
वाक (कलय १० प्रमाणे)	..	२०
चक्रक (कलय १०)	..	३०
चक्रक	..	२
गयी	..	१९
गयीकींग	..	१९
वाक	..	००

एकूण .. ५६००

दुयम निबंधक, मुंबई

काढी मुनायणी करण्याचे प्रयत्न  
 या दिनाचे कथल करवाव



२३/११/०० दुयम निबंधक, मुंबई

ता. अक्ष ५५२६/००  
 हुस्तक क्रमांक १ .....  
 नोंदणी सह प्रपत्र नांदले नाही.  
 गरीब १८/११/२००९  
 दुयम निबंधक, मुंबई  
 काढी मुनायणी करण्याचे प्रयत्न  
 नबंधकाचे सर्व अधिकार असलेला

10RS.



Agreement attached



to Bawa

(CAR HS BAWA)

01385-X

*[Handwritten signature]*

①  
NAS/ No. UN-1/553/98/1959  
Date 7/6/99  
GENERAL STAMP OFFICE, Bawal  
AT: ₹ 1-00  
RECEIVED From Cdr. H.S. Bawa

Duty Paid 12770/- (twelve thousand seven hundred seventy only)

Act. 1958 12770/- (twelve thousand seven hundred seventy only)  
300/- (three hundred only)

have been paid in respect of the amount of

Art = 25(d)

*[Handwritten signature]*  
COLLECTOR

File : 3793462  
3793463

Air Force Naval Housing Board  
Air Force Station  
Race Course  
New Delhi 110 003

FNHB/ADM/218 Vol II

01 May 96

LETTER FOR CLEARANCE & POSSESSION  
JALVAYU VIHAR POWAI (BOMBAY)

01385-y, CDR H. S. BADA, By B 1097  
Rank, Name & Service No. (Regn No.)

as been allotted Flat No. H-72 Scooter/Car parking  
~~under stilts~~ /open space No. \_\_\_\_\_ in Jalvayu Vihar,  
Powai scheme. He/~~she~~ has cleared his/~~her~~ dues to the Air Force  
Naval Housing Board. He/~~she~~ has also signed an agreement dated  
01 May 96 with the Board.

Project Director is requested to handover the said flat to  
him/~~her~~ or his/~~her~~ power of attorney holder

(Name of person holding power of attorney)

The person taking over the flat is to check that the flat is  
complete as per the inventory to be made available at the project  
site and sign the same in duplicate alongwith the attached  
certificate before taking over possession of the flat.

Authority

By Director (Finance) 119003

(P K CHANDOLA)

-----  
Sqn Ldr  
Asst Director (Admin)  
Asst Director (Admin)  
Air Force Naval Housing Board  
Air Force Station  
Race Course, New Delhi-110003

Ready 20/5/96  
Project Director

This agreement of allotment is made on this

First

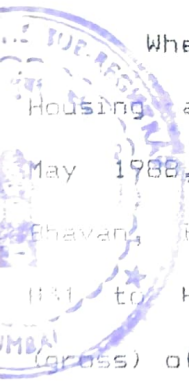
day of May, One Thousand Nine Hundred and Ninety Six between the Air Force Naval Housing Board, a society registered under the Societies Registration Act, 1860, with the Registrar of Societies, Delhi, under certificate of registration No. S/11008 of 19 May 1980, with its office at Air Force Station, 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

Cdr HS Bawa (01385-X)

son of Late SH SS Bawa  
resident of B-242, Greater Kailash-I  
N. Delhi - 110048

hereinafter referred to as the 'the Allottee' (which expression shall includes 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 1980, and registered in the office of BHADB, Griha Nirman Bhavan, Bandra (East), Bombay, the Board has procured 24 plots M31 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]  
By Director (Admin)

AFNHB

[Signature]  
Signature of allottee :

Name : HS BAWA  
Rank : Cdr  
Ser.No. :

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

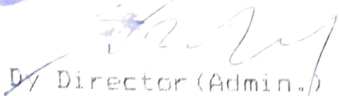
And Whereas the Board after construction of the flats in the said Jal Vayu Vihar Powai, Bombay has allotted to the allottee. Flat Type B No. 4-72 scooter/ car parking ~~under stilts~~/open space No. \_\_\_\_\_ hereinafter referred to as the said flat scooter/car parking space subject to the rules, regulations, 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. 5,67,000=00 (Rupees) Five Lakhs and sixty seven thousand only

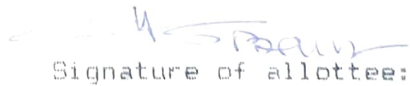
The allottee has also paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

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 RA for which Board has entered into tripartite agreement between the allottee, the Board and the said party/parties for mortgage of the said flat.

  
Director (Admin.)

AFNHB

  
Signature of allottee:

Name : HS Bawa  
Rank : CA  
Ser.No. :

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 AS 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. or to satisfy the claim pursuant to an award in favour of the contractor.

By Director (Admn.)

AFNHB

Signature of allottee :

Name : HS Bawa

Rank : Col

Ser. No. :



(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.



Dy Director (Admin.)

AFNHB



Signature of allottee:

Name : H S Bawa

Rank : Cdr

Ser. No. :

(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 of 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.

By Director (Admin.)

AFNHB

Signature of allottee:

Name

: MS Bawa

Rank

: Cdr

Ser. No.

:

(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.

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.

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

  
Director (Admin.)

GENHRP

  
Signature of allottee:

Name : H.S. Bawa

Rank : Cdr


Gen. No. :

(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.

  
Director (Admin)

  
Signature of allottee:

Name : H.S Bawa  
Rank : Cdr  
Ser. No. :

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 calender 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

Signature of allottee :

Name : HS Bawa  
Rank : Cdr  
Ser. No. :

is hereby agreed between the parties to the effect of  
of this agreement shall be void and null and void  
of the law

and the parties further agree and understand that  
the provisions of the agreement shall be binding upon the  
parties to the same and shall be the responsibility of the  
parties to the same and shall be the responsibility of the  
parties to the same and shall be the responsibility of the  
parties to the same and shall be the responsibility of the

IN WITNESS WHEREOF the parties hereto have signed and  
affixed their hands and seals at the city of

In Testimony Whereof, the undersigned, the undersigned, for  
the undersigned, the undersigned, the undersigned, the undersigned, for

the undersigned, the undersigned, the undersigned, the undersigned, for  
the undersigned, the undersigned, the undersigned, the undersigned, for

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the undersigned, the undersigned, the undersigned, the undersigned, for  
the undersigned, the undersigned, the undersigned, the undersigned, for

[Signature]

Attorney

Director Admin.  
in behalf of the  
Naval Housing Board

(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:

By Director (Admin), Air Force Naval Housing Board, for and on behalf of and under the authority of the Board in this behalf: and Cdr H S Bawa (01385-Y)

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

Witness:

*[Signature]*

1. GOPAL JOSHI  
4/10/1867/3 Pishp vilas  
Sector 11 Delhi 17
2. VENKATESH  
15/1 Delhi Air Sqn  
Subordinate of Jy Air post.

*[Signature]*

Allottee

*[Signature]*

By Director (Admin.)

For and on behalf of the  
Air Force Naval Housing Board