DEED OF CONVEYANCE

| THIS | DEED | OF | CONVEYANCE | is | made | on | this | the | | Day | of |
|------|------|----|------------|----|------|----|------|-----|------|-------|----|
| | | | TWO THOU | SA | ND A | ND | TWE | NTY | FOUR | (2024 | 4) |

| (1) MRS TANIA GHOSE (PAN NO | _) (Aadhar Card No |
|---|-----------------------------|
|), wife of Mr. Ranadeep Ghose, Ir | ndian National, residing at |
| 23B, Ground Floor, Sardar Sankar Road, Kolkata -700029 | 9, P.S. – Tollygunge, P.O. |
| Sarat Bose Road and (2) MRS RIMA GHOSE (PAN | NO), |
| (Aadhar Card No), wife of Mr. | Amitesh Ghose, Indian |
| National, residing at 23B, 2nd Floor, Sardar Sankar Road, | Kolkata – 700029, P.S. – |
| Tollygunge, P.O. Sarat Bose Road, hereinafter jointly and | collectively referred to as |
| the "OWNERS" (which expression shall unless repugnate | nt to the context includes |
| their successors in interests, Heirs, executors, administra | ators, legal representative |
| and/or assigns) of the FIRST PART | |
| | |

AND

| M/S JKL VIRAAT DEVELOPER LLP (PA | N NO) a Limited |
|---|---|
| Liability Partnership Firm incorporated und | der the LLP Act 2008, having its |
| Registered Office at 651/A, Block - O, New | Alipore, Kolkata – 700053 P.ONew |
| Alipore & P.SNew Alipore, being represented | l by two of its Partners (1) Sri Nirmal |
| Jagwani (PAN No) (Aadh | ar Card No |
| son of Sri Paras Ram Jagwani, Indian Nationa | ıl, residing at 651/A, Block - O, New |
| Alipore, Kolkata - 700053 P.O. New Alipore | & P.S. New Alipore, authorized vide |
| and (2) Sri | Lokesh Kumar Panjwani (PAN |
| No) (Aadhar Card No |) son of Late Sri Goku |
| Das Panjwani, Indian National, residing at R | ajdeep Apartments, 336/A, S.N. Roy |
| Road, Kolkata 700038, P.O. Sahapur | & P.S Behala, authorized vide |
| , hereinafter re | eferred to as the "DEVELOPER" |
| (which expression shall unless repugnant to the | e context includes its Future Partners |
| Partners Heirs, executors, administrators, lega | I representative and/or assigns) of the |
| SECOND PART. | |

| (Mr. / Ms | | , (Aadhar | no | | | _) son |
|-----------------------|---------------------|-----------|----------|--------------|-----------|----------|
| daughter of | | , aged | about | | , resi | ding a |
| , (I | PAN | | | _), hereinaf | ter refer | red to a |
| the PURCHASERS | (which term ar | nd expres | sion sh | all unless | exclude | d by o |
| repugnant to the con- | text be deemed t | o mean a | and incl | lude their | heirs, ex | xecutors |
| administrators, legal | representatives, si | accessors | and as | signs) of | the Party | y of the |
| THIRD PART | | | | | | |

WHEREAS:

1 **"Devolution of Title"**

- a) WHEREAS by an Indenture, dated 12.01.1951, duly registered before the Sadar Joint Sub-Registrar, Alipore, and recorded in Book No.I, Volume No.2, Pages from 107 to 113, Deed no.168, for the year 1951, a Society namely The Hindusthan Co-operative Insurance Society Ltd. having its office at 4, Chittaranjan Avenue, in the town of Calcutta, sold, transferred and conveyed All That Bastu revenue free land measuring 9.04 Cottahs be the same a little more or less, being Society Plot No.540, under Block-N of the Society's New Alipore Development Scheme No.XV, being portion of the Port Commissioners surplus land, lying between Diamond Harbour Road and Tolly's Nullah, now within the limits of the Kolkata Municipal Corporation, Ward No.81, under P.S. New Alipore, Sub-Registry/A.D.S.R. Alipore, in the District of South 24-Parganas, more fully described in the Schedule thereunder written unto and in favour of the one Romes Chandra Ghose son of Rai Sahib Panchanan Ghosh and the said Rai Sahib Panchanan Ghosh appeared in the said deed as the Confirming Party, confirmed the said transfer in favour of his son, said Romes Chandra Ghose.
- AND WHEREAS while the said Romes Chandra Ghose enjoyed the said property, executed and registered his last Will and Testament, dated 16.05.1997, registered at S.R. Alipore, vide Book No.III, Volume No.7, Pages from 289 to 312, Being No.826 for the year 1997, bequeathed his aforesaid property to his two Grand-sons, namely Sri Ranadeep Ghose son of late Pranabesh Ghose and Sri Amitesh Ghose, son of Late Pramatesh Ghose, and the said Romes Chandra Ghose died on 27.04.2001 and upon

the death of said Romes Chandra Ghose, the Grandsons namely Sri Ranadeep Ghose and Sri Amitesh Ghose, obtained the Probate of the said Will & Testament of deceased Romes Chandra Ghose, from the High Court at Calcutta, Original side, Testamentary and Intestate Jurisdiction, 26.06.2008.

- AND WHEREAS thus the said Grandsons namely Sri Ranadeep Ghose and Sri Amitesh Ghose, became the owners of said land of 9.04 Cottahs be the same a little more or less with tile shed structure therein and mutated their names in the office of the Kolkata Municipal Corporation in respect of the said property, which was since then been known and numbered as Premises No.70, Pramatha Chowdhury Sarani, vide Assessee No.11-081-23-00738, Kolkata-700053 and also known as P-540, Block N, New Alipore, Kolkata-700053, seized and possessed of the same having unfettered right, title and interest thereto and free from all encumbrances.
- d) **AND WHEREAS** the said Sri Ranadeep Ghose and Sri Amitesh Ghose, out of their natural love and affection, Gifted a portion of the said land measuring 4 Cottahs 1 Chittack and 30 sq.ft. be the same a little more or less along with tile shed structure measuring 600 sq.ft. out of said land measuring 9.04 Cottahs more or less with structure standing thereon, more fully described in the First hereunder written, to their respective wives, the VENDORS herein namely SMT. TANIA GHOSE wife of Sri Ranadeep Ghose, and SMT. RIMA GHOSE wife of Sri Amitesh Ghose, all that piece or parcel of the total land measuring more or less 04 (four) Cottahs 01 (One) Chittak and 30 (Thirty) Sq.ft. situated at P-540, Block – N, New Alipore, Kolkata– 700053, which has since after KMC separation and mutation process, been known and numbered as Premises No.70/1, Pramatha Chowdhury Sarani, Kolkata-700053, with all easement rights over and beneath the common roads and passage now within the Kolkata Municipal Corporation, Ward No.81, by a Gift Deed dated 26.07.2018 registered before the A.D.S.R., Alipore, South 24 Parganas and recorded in Book No. I, Volume No.1605-2018, Pages 158316 to 158342, Being No.160505119, for the Year 2018.
- e) **AND WHEREAS** pursuant to aforesaid process the VENDORS above named Smt. Tania Ghose and Smt. Rima Ghose became absolute joint Vendors of the said

property measuring 4 Cottahs 1 Chittack and 30 sq.ft. be the same a little more or less along with tile shed structure measuring 600 sq.ft., being Premises no: P-540, Block – N, New Alipore, Kolkata–700053, also known as Premises No.70/1, Pramatha Chowdhury Sarani, Kolkata–700053, having KMC Assessee No.110812301822, morefully described in **FIRST SCHEDULE** as mentioned hereinafter.

- f) **AND WHEREAS** the Vendors of the aforesaid property intended to raise a multistoried building on the said land but they had neither money nor such expertise to construct the building, approached the developer and the Developer herein agreed to construct such building at their own costs subject to certain terms and conditions.
- AND WHEREAS the said Vendors/First Party entered into a **Registered** Developers Agreement with the Developer/Second Party herein **dated 31.12.2020** which was duly registered with the office of the D.S.R. V, Alipore South 24 Parganas, and Recorded in Book No.1, CD Volume No.1630 to 2021, Page Nos.6891 to 6941 being No.163003296 for the year 2020.
- AND WHEREAS the Developer/Second Party as per Agreement dated 31.12.2020 h) with the Vendors herein, had agreed to undertake construction with authority and power to construct, allotment, booking, to fix up sale price of flats, sale of flat and to collect and receive full consideration money on Developers Allocation and to issue receipt thereof to the intended Flat Purchaser/s. In this regard the said Vendors have also executed a Registered Power of Attorney in favour of M/S JKL VIRAAT **DEVELOPER LLP**, a Limited Liability Partnership Firm incorporated under the LLP Act 2008, and two of its Partners (1) Sri Nirmal Jagwani and (2) Sri Lokesh Kumar Panjwani, the SECOND PARTY herein dated 07.01.2021 which was duly registered with the office of the D.S.R. – V, Alipore South 24 Parganas, and Recorded in Book No.1, CD Volume No.1630-2021, Page Nos.8021 to 8044 being No.163000064 for the year 2021. That the Second Party in terms of the said Agreement with the Land Owners dated 31.12.2020 is entitled and have the power and right to enter into agreement and have the power and right to enter into agreement for Sale of Flats on the proposed building to be constructed on the said land.

- i) **AND WHEREAS** after the aforesaid ownership, of Premises No.70/1, Pramatha Chowdhury Sarani, Kolkata–700053, the Vendors Smt. Tania Ghose and Smt. Rima Ghose along with the Developer applied for the Building Sanction Plan to the Government of West Bengal, Kolkata Municipal Corporation (herein after referred to as KMC) and KMC issued sanction Plan being No.2021100187 dated 08.02.2022.
- 3. The Owners/Vendors herein and the Developer herein doth hereby declare and covenant with the Purchasers that the said premises and /or the said Flat is free from all encumbrances of any nature whatsoever and that the Owners/Vendors have full right, title and interest in the said premises and /or the said Flat and has full right and authority to assign and transfer all his right, title and interest therein and the Owners/Vendors herein and the Developer herein further declares that there is a clear title to the Flat and its appurtenances belongs to the Owners/Vendors herein and the Developer herein absolutely and that neither the Owners/Vendors herein and the Developer herein or any other person or persons have created any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said flat and that Notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owners/Vendors herein and the Developer herein or any person or persons lawfully or equitably claiming by from through or in trust for Him, the Owners/Vendors herein and the Developer herein has

himself full right, power and absolute authority to sell or transfer to the Purchasers the said Flat and his right, title and interest therein and that the Owners/Vendors herein and the Developer herein has not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the said Flat by the Purchasers may be rendered illegal and/or unauthorized for any reason or on any account.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In consideration of the payment of sum Rs._____/- (Rupees _) only as the total Consideration paid by the Purchasers to the Developer (receipt whereof the Developer herein hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the purchasers) paid on or before the execution of these presents, the Owner /Vendors and the Developer herein doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said flat being ALL THAT a residential flat being Flat No.____, on the _____ Floor at the South East side, measuring Sq.ft. carpet area more or less consisting of 2 (Two) bedrooms, 1 (One) living-cum-dining room, 1 (One) balcony, 1 (One) kitchen, 2 (Two) bathrooms and W.C. in the said building and a Covered Car Parking in the Ground Floor measuring 135 sq.ft. together with undivided proportionate share in the land whereupon the said building is constructed together with the right to use and enjoy the common areas of the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners/Vendors herein and the Developer herein to the said flat and over the premises hereby conveyed and every part thereof TO HAVE AND TO HOLD the same unto and to the use and benefit of the Purchasers absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or

local authority in respect thereof AND the Owner /Vendors and the Developer herein doth hereby covenants with the Purchasers that:-

- 1. The Owner/Vendors and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale, the said flat hereby conveyed or Intended so to be unto and to the use of the Purchasers in the manner aforesaid have put the Purchasers in vacant, peaceful and unencumbered possession.
- 2. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owner /Vendors and the Developer herein or his heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.
- 3. The Purchasers shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner /Vendors and the Developer herein well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner /Vendors and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for him;
- **4.** The said Flat and /or the said building have been constructed as per the sanctioned plan and standard and safe materials have been used and all necessary permissions have been duly obtained by the Owner /Vendors and the Developer herein.
- 5. The Purchasers shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the THIRD SCHEDULE hereunder written and/or described.
- **6.** The Purchasers shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the FOURTH SCHEDULE

hereunder written.

- 7. The Purchasers and other co owners shall abide by the common obligations along with the other owners/occupiers of the other units/flats in the building.
- **8.** The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat in common with the other Flat Owners.
- 9. The Owner /Vendors and the Developer herein and all persons having or claiming any estate, right, title or Interest In the said land, and premises hereby conveyed or any part thereof by, from. under or in trust for the Owner /Vendors and the Developer herein or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely assuring and granting the said flat, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers in manner aforesaid as by the Purchasers, his heirs, executors or administrators and assigns shall be reasonably required.
- 10. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner /Vendors and the Developer herein or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchasers under the terms of this conveyance.
- 11. The Purchasers' undivided proportionate interest is impartible in perpetuity.
- 12. The Owner /Vendors and the Developer doth hereby further covenant with the Purchasers that the Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat. and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part hereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owner /Vendors and the Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.

- 13. The Purchasers shall hold the said Flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner /Vendors and the Developer and well and sufficiently saved, defended kept harmless and indemnified of. from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners/Vendors or by any other person or persons claiming or to claim by, from, under or in trust for him;
- 14. The Owner /Vendors and the Developer and all persons having or claiming any estate, right, title or Interest In the said Flat and premises hereby conveyed or any part thereof by, from. under or in trust for the Owner /Vendors and the Developer or his heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers in manner aforesaid as by the Purchasers, his heirs, executors or administrators and assigns shall be reasonably required.
- 15. The Purchasers shall mutate the Said Flat in their own name and shall pay all such Kolkata municipal taxes and other impositions from the date of execution of this Sale Deed that may be charged from time to time, directly to the local Civic Authorities.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Land)

<u>ALL THAT</u> piece and parcel of land measuring 4 Cottahs 1 Chittack 30 sq.ft. be the same a little more or less with an old dilapidated structures of Brick walls and tin shed measuring 600 sq.ft. more or less, being Society Plot No.540, under Block-N of the New Alipore Development Scheme No.XV, being the portion of Port Commissioner surplus land, lying between Diamond Harbour Road and tolly's Nullah, situated at and being part of Premises No.70/1, Pramatha Chowdhury Sarani,

Kolkata–700053 and also known as P-540, Block – N, New Alipore, Kolkata–700053, now within the limits of the Kolkata Municipal Corporation Ward No.81, having KMC Assessee No.110812301822, under P.S. New Alipore, Sub-Registry/A.D.S.R. Alipore, in the District of South 24-Parganas, together with all easements rights and appurtenances thereto and the said property is clearly shown and delineated in the map or plan annexed hereto and depicted with RED border line therein, being butted and bounded as follows:-

On the North: Pramatha Chowdhury Sarani Road

On the South: Premises No.P-540 & P-541A Block-N, New Alipore

On the East: Premises No.P-539, Block-N, New Alipore

On the West: Premises No.P-540 Block-N (Petrol Pump), New Alipore

THE SECOND SCHEDULE ABOVE REFERRED TO:

("said Flat")

<u>ALL THAT</u> a residential flat being No._____, being front portion ______ Floor said flat at the Said Premises, Measuring about ______ Square Feet Carpet Area more or less, consisting of 2 (two) rooms, 1 (one) Living cum Drawing, 1 (One) Kitchen, 1 (one) Baths and privy together - with proportionate undivided impartible share and interest in the common portions in premises and land in the Project The Signature being KMC Premises No.70/1 Pramatha Chowdhury Sarani, Kolkata – 700053 also known as P-540, Block – N, New Alipore, Kolkata – 700053, within Kolkata Municipal Corporation Ward No.81, District – South 24 Parganas, P.S. New Alipore, within the limits of Kolkata Municipal Corporation. A copy of Floor Plan of the said flat is attached herewith marked in Red Colour.

Part – II

("said Parking Space")

<u>ALL THAT</u> an Covered Car parking measuring more or less 135 Sq.ft., in the Ground Floor in the said Premises, being marked no._____.

THE THIRD SCHEDULE ABOVEREFERRED TO

(Common Areas & Facilities)

Part-I

1. AREAS

- 1. Covered path and passages, lobbies, staircases, landing of the building and open paths and passages appurtenant or attributable to the building except the Open Car Parkings.
- **2.** Stair head room, caretaker's room and electric meter room of the building.
- **3.** Lift machine room, chute and lift well of the building.
- **4.** Common installations on the roof above the top floor of the building.
- **5.** Ultimate top roof above the top floor of the building.

Overhead water tank, water pipes, sewage

- 2. WATER & PLUMBING
- pipes of the Building (save those inside any unit) or attributable thereto.

 Electrical installations including wiring and
- 3. ELECTRICAL &
 MISCELLANEOUS
 INSTALLATIONS
- Electrical installations including wiring and accessories (save those inside any unit) for receiving electricity from Electricity Supply Agency or Generator(s)/Stand by Power Source to all the flats in the Block and common areas

within or attributable to the Block.

4. OTHERS

Other area and installations and/or equipment as are provided in the block for common use and enjoyment.

Part-II

(Building Complex Common Areas)

1. AREAS

- Open and/or covered paths and passages inside the Building Complex except the Open Car Parkings.
- 2. Boundary wall around the periphery of the Building Complex and decorative gates for ingress and egress to and from the Building complex.
- **3.** Common staff toilet in the ground floor of the Block.
- **4.** Ultimate top roof above the top floor of the building.
- 2. WATER & PLUMBING
- **1.** Centralized water supply system for supply of water in common to all Blocks in the Building Complex.
- **2.** Main sewer, drainage and sewerage pits and evacuation pipes for all the Blocks in the Building Complex.
- 3. ELECTRICAL &
 MISCELLANEOUS
 INSTALLATIONS
- **1.** Wiring and Accessories for lighting of common areas in the Building Complex.
- Installation relating to substation and common transformer for the Building Complex.

- **3.** Generator(s) and accessories for provision of stand by power to the common areas of the Building Complex. Inside the Unit/Flat maximum 400 watt.
- **4.** Common fire fighting equipment for the building complex as directed by the Director of West Bengal Fire Services.
- **5.** Satellite T.V. Disk and equipment for the Building Complex.

THE FOURTH SCHEDULE ABOVEREFERRED TO

(Common Expenses)

| 1. | MAINTENANCE | All costs and expenses of maintaining, painting, decorating, repairing, replacing, redecorating, rebuilding, lighting and renovating the common areas including all exterior and interior walls (but not inside any unit) and in particular the roof of leakage from the upper floors. |
|----|-------------|--|
| 2. | OPERATION | All expenses (including license fees, taxes and levies, if any) for running and operating all machineries, equipment, and installations comprised in the common areas including transformer, generator, lift, water pump and light etc and also the cost of repairing renovating and replacing the same. |
| 3. | STAFF | The salaries and all other expenses of the staff to be employed for the common purpose viz. manager, caretaker, security personnel and other maintenance persons including their bonus and the emoluments and |

| | | benefits. | | | | |
|----|----------------|---|--|--|--|--|
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| 5. | TAXES & LEVIES | Municipal rates, taxes and levies and all other outgoings | | | | |
| | | for the common areas or for the said premises or for the | | | | |
| | | building complex save the taxes determined and | | | | |
| | | payable by the Unit Owners for their respective units | | | | |
| | | upon the separate assessment. | | | | |
| | | | | | | |
| 6. | MAINTENANCE | Establishment and all other expenses of the | | | | |
| | ORGANISATION | Maintenance Organization or any agency looking after | | | | |
| | | the common areas. | | | | |
| | | | | | | |
| 7. | RESERVES | Creation of funds for replacement, renovation and/or | | | | |
| | | other periodic expenses. | | | | |
| | | | | | | |
| | | | | | | |
| 8. | FACILITIES | All costs and expenses incurred for the installation, | | | | |
| | | maintenance, up keep and running of the facilities as | | | | |
| | | morefully described in Part-I and Part-II of the Third | | | | |
| | | Schedule hereunder written. | | | | |
| 9. | OTHERS | All other expenses and/or outgoing as may be | | | | |
| | | determined by the Maintenance Organization for the | | | | |
| | | common purpose. | | | | |
| L | | | | | | |

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written. SIGNED SEALED AND DELIVERED by the DEVELOPER at Kolkata in the presence of : WITTNESSES: 1 2 **DEVELOPER** SIGNED SEALED AND DELIVERED by the OWNER/ VENDOR at Kolkata in the Presence of WITTNESSES: 1 2 **OWNERS** SIGNED SEALED AND DELIVERED by the PURCHASERS at Kolkata in the Presence of: WITTNESSES: 1

2

PURCHASERS

MEMO OF CONSIDERATION

| RECEIVED | from | the | within | named | Purchasers | the | within | mentioned |
|-------------|-------------|-------|--------|-------------|------------|------------|------------|--------------|
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