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Sold at Shaniwar Khoot, Bolgaum. Commercial

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STAMP DUTY PAID ON Rs. 2,67,000/-

DEED OF SALE

THIS DEED OF SALE made this the 25th day of the month of SEPTEMBER 1996, at Belgaum BETWEEN (1) Shri. Suresh Devidas Pai, Age 45 years, occupation; Business, (2) Shri.Satish Devidas Pai, Age 43 years, Occupation: Business, (3) Shri. Vishnu Devidas Pai, Age 37 years, Occupation: Business, all residing at 343, Nehru Road, Tilakwadi, Belgaum (hereinafter referred to as the which expression shall, "Vendors", unless repugnant to the context or meaning thereof, mean and include their respective heirs, executors, representatives, assigns and successors in interest) of the ONE PART; AND IN FAVOUR OF (1) Vijaya Commercial Credit Ltd, a Public Limited Company, registered under Indian Companies Act, having its Registered / Administrative Office at 4th Floor, Centenary Building, No. 28, M.G. Road, Bangalore 560 001, represented by GENERAL MANAGER, Shri.V.K.Shetty, residing at No.32, 10th Cross, K.P.West Bangalore 560 020, today at Belgaum, (hereinafter referred to as the "Purchaser" which expression shall, unless it be repugnant to the context meaning thereof, mean and include its orexecutors, administrators, legal representatives, assigns and sucessors in interest) of the OTHER PART;

whereas the Vendors are the full and absolute owners of the Property bearing C.T.S.NO. 3493/1B, admeasuring 515.70 Sq.mts. situate at Samadevi Galli, Belgaum, within the limits of the Corporation of the City of Belgaum, Taluka and District Belgaum, bounded on the:

EAST : By Nala.

WEST : By College Road.

NORTH : By Samadevi Galli.

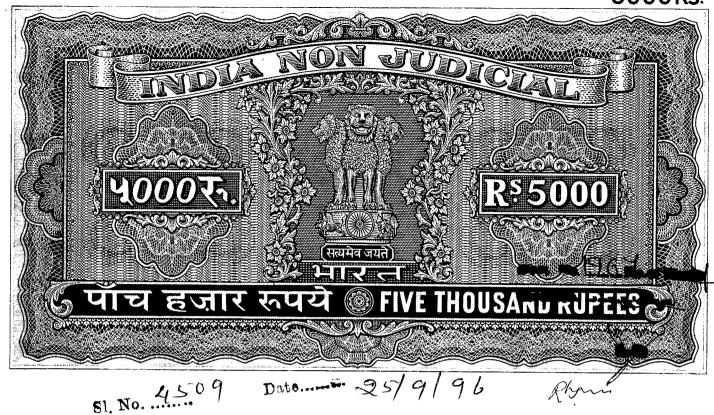
SOUTH : By C.T.S.NO. 3493/1C.

(C.T.S.NO.3493/1B, within the above mentioned boundaries will hereinafter be referred to as "the said Property".)

to effect an intention WHEREAS with construction of a multi storeyed building on the said Property, the Vendors made the necessary application to have obtained the concerned authorities and Development Urban from Belgaum the permission Authority, Belgaum, vide i s order NO. BUDA. CC.195/6/91.92/1968, dated 14.09.1992, and also from the Corporation of the city of Belgaum, vide its order NO. PWD.BLD.SR.63.C/92.93 dated 10.12.1992;

and whereas accordingly the Vendors have undertaken construction of a multi storeyed building on the said property consisting of Basement Floor, Ground plus three floors on the said property; AND WHEREAS according to said permission the Basement Floor is for parking purposes and Ground Plus Three Floors are for commercial purposes;





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AND WHEREAS there are more than five constructed premises in the said building; AND WHEREAS the Vendors intend to use part of the said building for self occupation and part for being sold on ownership basis;

AND WHEREAS the Purchaser, interested in purchasing office premises No. 102, located on the First floor of the said building requested the vendors to sell the same to the Purchaser at a price which was acceptable to the Vendors, and hence this Sale deed is executed.

AND WHEREAS office premises No. 102, together with the undivided interest in the land C.T.S.NO.3493/1B and other rights and obligations of the parties hereto have been fully described in the Schedule hereunder and the same will hereinafter be referred to as "the Schedule Property".

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

THIS DEED OF SALE the Vendors do hereby convey, transfer and assign, unto the Purchaser, by way of sale, the Schedule Property for a consideration of Rs. 2,66,700/ (Rupees two lakhs sixty six thousand and seven hundred only), (Comprising of Rs. 1,53,400/ (Rupees One lakh fifty three thousand four hundred only), towards proportionate undivided share in the 1,13,300/ (Rupees one lakh thirteen land and Rs. thousand and three hundred only), towards constructed portion of the schedule property), which the said Purchaser has agreed and paid by D.D. NO. 693505 dated 23.9.1996, drawn on Indian Bank, Bangalore, payable on it's Branch at Belgaum, in favour of the Vendors before the Sub Registrar, Belgaum, at the time of execution of this sale deed, the receipt whereof the Vendors hereby acknowledge and discharge the Purchaser from liability of paying the entire sale consideration;

and all the right, title and interest, property claims and demands whatsoever of the said Vendors, into and upon the schedule property, is hereby conveyed unto the Purchaser TO HAVE AND TO HOLD THE SAME, and the Vendors do hereby covenant with the Purchaser that the Vendors have absolute and marketable title to the Schedule property hereby conveyed or expressed so to be, unto the Purchaser in the manner aforesaid; AND THAT THE SAID PURCHASER shall hereafter peaceably HOLD, USE and ENJOY the same absolutely and forever without any hindrance, interruption, claims or demands by or from the said Vendors or any other person whatsoever







claiming under or through the Vendors, subject to he covenants contained in this deed, and the Vendors shall indemnify the Purchaser against all manner of claims, demands and actions by what soever persons made; advance or instituted.

AND THAT THE SAID VENDORS, shall and will, from time to time, upon the request of the Purchaser, do and execute or causes to be done, and executed, all such acts, deeds and things, whatsoever for further and more perfectly assuring the schedule property and every part thereof, unto the Purchaser and placing the Purchaser in actual possession of the same according to the true intent and meaning of these presents as shall or may be reasonably required.

Expenses of Stamp duty and Registration Charges of this Deed have been borne by the Purchaser.

THE SCHEDULE

1. All that piece and parcel of land comprising of office Premises No. 102, admeasuring 200 sq.fts. located on the FIRST FLOOR of the R.C.C. building known as "PAI ARCADE" constructed in C.T.S.NO. 3493/1B, situated at Samadevi Galli, Belgaum, Taluka and Dist; Belgaum, within the limits of Corporation of the City of Belgaum, and within the Jurisdiction of Sub Registrar, Belgaum, bounded on the:

EAST : by Vijaya Commercial Credit Ltd.premises

WEST: by Stair case and remaining portion of the First floor of the said CTS No.3493/1B;

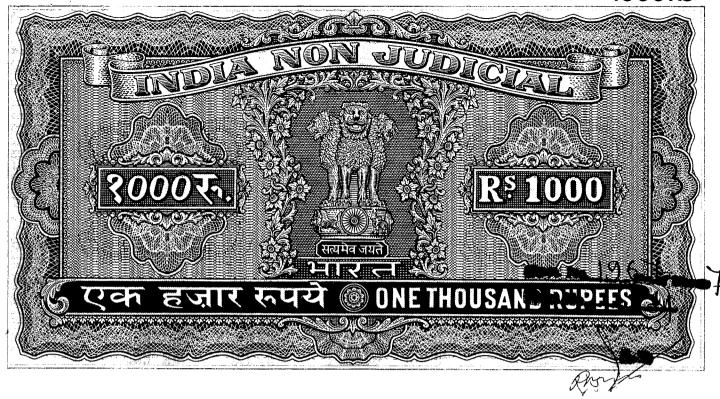
NORTH : by Samadevi Galli.,

SOUTH: by Remaining portion of CTS NO.3493/1B

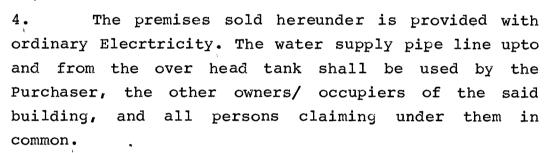
2. The Vendors have also sold to the Purchasers, the undivided share in the ground area to the extent of 8.26 sq.yds. from out of C.T.S.NO.3491/1B. The Purchaser, however, shall have no right of claiming partition and separate possession of the share mentioned above.

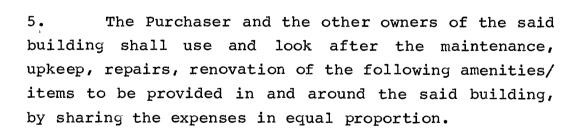


3. The stair case of the said building shall be used by the Purchaser, the other owners/ occupiers and all persons claiming under them in common.



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- 1. Water supply pipe line supplying water upto the overhead tank and from the tank to the respective premises.
- Drainage pipe from the premises to the main (2) drain.
- Electricity supply line upto the remises and (3)around the building.
- Maintenance of stair case and the building as a whole.



- (6)The Vendors shall have the right of fully utilising the F.S.I. (already granted and that may be additionally granted in future). bу additional constructions over or around the existing construction and the Purchaser shall have no right of objecting in obstructing or the work whenever undertaken by the Vendors.
- (7) All the floor ceilings between the individual premises in the building and also walls between the adjoining individual premises shall jointly belong to the owners of respective premises owners proportionately.
- (8) The Purchaser shall utilise the property purchased hereunder for Commercial purposes only since the permission obtained for is for commercial purposes. The purchaser shall have no right of making any structural alterations in the premises sold hereunder.
- (9) In case the building is damaged, either due to earthquake or on account of any other reasons, the owners of the premises in the said building shall arrange to reconstruct the building in such a way that all the coowners will get area equal to the existing area in their respective occupation. All the coowners shall contribute in proportion to the areas in their respective occupation towards cost of construction. Any coowner, not in a position to contribute his/her/their share, shall be permitted to sell his/her/their share to any of the existing coowners or to any person of his/her/their choice. However, in case such a co.owner not co.operate in the matter of his/her/their share to any of the existing co.owners or





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to an outsider, the other co.owners may purchase the same in the name of any of the co.owners or in the name of any other person of their choice through Court at the cost of such un.co.operative owner.

(10) If the existing co.owners so desire, they may form an association or society and frame rules and regulations for looking after the maintenance of the building etc. or for raising a building fund by suitable contributions for meeting future eventualities. If majority of the co.owners decide to form an association or society as stated above, it shall be obligatory for the Purchaser to become a member of the same, and the rules and regulations framed by the association or society shall be binding on the Purchaser.

- (11) The Purchaser shall hwe the right of parking only one light motor vehicle in the parking lot provided in the building.
- (12) Water charges in respect of the bills received from the Municipal Authorities shall be shared by all the owners of the said building in equal proportion.
- in respect of the premises sold hereunder shall be borne by the Purchaser, whereas taxes, cesses and other expenses, in respect of the common amenities and ground area, if any, shall be shared by the Purchaser proportionately, with the other co.owners of the said building. However till the premises sold hereunder is separately assessed for municipal and other taxes, all the purchasers/owners shall contribute equally equally towards the same, irrespective of the area in their respective occupation.
- (14) The Purchaser has satisfied himself about the quality of the construction and the building materials used in the premises purchased hereunder and he shall have no right of complaining about the same in future.
- (15) The purchaser shall arrange to get its name entered to the property register Card and/or in all the Revenue Records in conformity with this sale deed at his own cost. The Vendors shall extend all cooperation to the Purchaser in this behalf.





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S. No. 4509 Date 25/9/96

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- (16) The Vendors have this day put the Purchaser in actual physical possession of the premises mentioned above, and in possession of the common amenities etc, as contained hereinabove.
- (17) The ownership of the terrace of the building totally belongs to the Vendors.
- (18) This transactions shall be governed by the Provisions of the Karnataka Apartment Ownership Act, 1972, and the Karnataka Ownership Flats (Regulation of the Promotion and Construction, Sale, Management, Transfer) Act, 1972, as may be applicable.



- 12 -

- (19) This is the first transaction between the Vendors and the Purchaser and hence concessional Stamp duty is paid on this deed as per Article 20(2) of the Karnataka Stamp Act.,
- (20) The terms and conditions of this Deed shall be binding on the parties hereto and their respective heirs, executors, legal representatives, assigns and successors in interest.

(May (21) There are more than 7 blocker in the scheduled properly.



81. No. ..4509 Date

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IN WITNESS WHEREOF the parties hereto have subscribed their respective signatures unto this deed on the day, the month and the year first above mentioned, at Belgaum.

Sub-Registral Belgaum.

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Signed and delivered by the within named Vendors (1) Shri.Suresh Devidas Pai (2)Shri.Satish Devidas Pai (3)Shri.Vishnu Devidas Pai.

Signed and delivered by the within named Purchaser, Vijaya Commercial Credit Ltd. represented by its General Manager Shri.V.K.Shetty.

WITNESSES:

1. 65. Sharlidhar Vuy No. 28, 7-4 Re, Bangalore-10

Sub-Reguli at Bolgolm.

DRAFTED & DICTATED BY:

(Mulla Advocate, Belgaum.

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STAMP DUTY PAID ON Rs.10,00,000/-.

DEED OF SALE

THIS DEED OF SALE made this the 15th day of the month of March 1996, at Belgaum, BETWEEN (1) Shri Suresh Devidas Pai, Age 45 years, Occupation: Business, (2) Shri Satish Devidas Pai, Age 43 years, Occupation: Business, (3) Shri Vishnu Devidas Pai, Age 37 Occupation: Business, all residing *at 343, Nehru Road, years, Tilakwadi, Belgaum, (hereinafter referred to as the "Vendors", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective heirs, executors, legal representatives, assigns and successors-in-interest) of the One Part; AND IN FAVOUR OF (1) Vijaya Commercial Credit Ltd., a Public Limited Company, registered under the Indian Companies Act, having its Registered/Administrative Office at 4th Floor, Centenary Building, No.28, M.G.Road, Bangalore 560 001, represented by its Vice Chairman and Managing Director: Shri A. K. Shetty, residing at 209, 3rd Main, 3rd Cross, First Block, Koramangala, Bangalore 560 036, (hereinafter referred to as the "Purchaser", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its executors, administrators, legal representatives. assigns successors-in-interest) of the Other Part:

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WHEREAS the Vendors are the full and absolute owners of the property bearing C.T.S.No.3493/1-B, admeasuring 515.70 sq.mts., situate at Samadevi Galli, Belgaum, within the limits of the Corporation of the City of Belgaum, Taluka and District Belgaum, bounded on the:

East : by Nala;

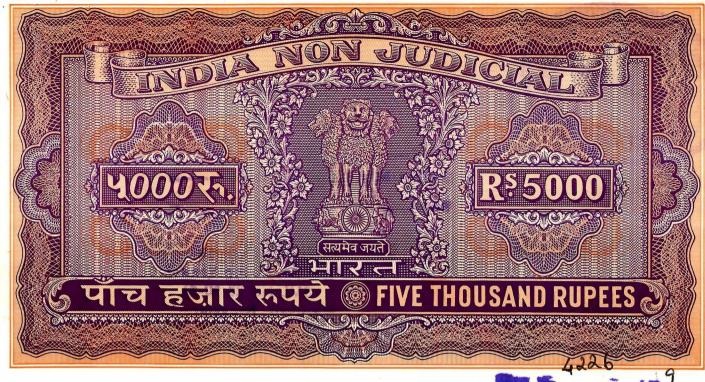
West : by College Road;

North: by Samadevi Galli;

South : by C.T.S.No.3493/1C.

(C.T.S.No.3493/1B within the above mentioned boundaries will hereinafter be referred to as "the Said Property");

AND WHEREAS with an intention to effect construction of a multi-storeyed building on the Said Property, the Vendors made the necessary application to the concerned authorities and have obtained the permission from the Belgaum Urban Development Authority, Belgaum, vide its Order No. BUDA.PWD.CC.195/6/91-92/1968, dated 14-09-1992, and also from the Corporation of the City of Belgaum, vide its Order No.PWD.BLD.SR.63-C/92-93, dated 10-12-1992;



- 3 -

AND WHEREAS accordingly the Vendors have undertaken construction of a multi-storeyed building on the Said Property consisting of Basement Floor, Ground Plus Three Floors on the Said Property; AND WHEREAS according to said permission the Basement Floor is for Parking Purposes and Ground Plus Three Floors are for commercial purposes;

AND WHEREAS there are more than five constructed premises in the said building; AND WHEREAS the Vendors intend to use part of the said building for self-occupation and part for being sold on ownership basis;

AND WHEREAS the Purchaser, interested in purchasing Office Premises No.101, located on the first floor of the said building requested the Vendors to sell the same to the Purchaser at a price which was acceptable to the Vendors, this sale deed is executed.



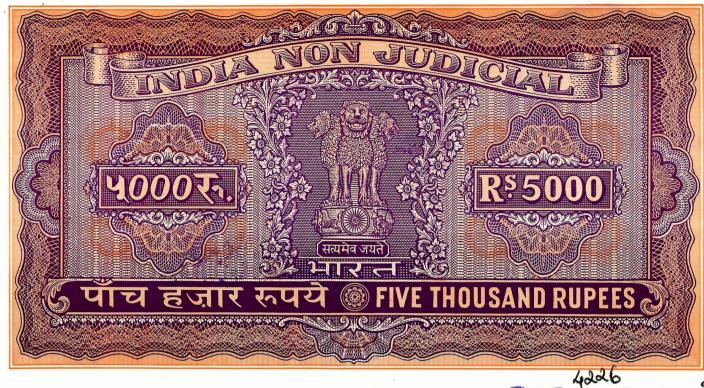
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AND WHEREAS Office Premises No.101, together with the undivided interest in the land C.T.S.No.3493/1-B and other rights and obligations of the parties hereto have been fully described in Schedule hereunder and the same will hereinafter be referred to the schedule Property".

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

transfer and assign, unto the Purchaser, by way of sale, the Schedule Property for a consideration of Rs.10,00,000/- (Rupees ten lakhs only), [comprising of Rs.5,75,000/- (Rupees five lakhs seventy five thousand) towards proportionate undivided share in the land, and Rs.4,25,000/- (Rupees four lakhs twenty five thousand only) towards constructed portion of the Schedule Property] out of which an amount of Rs.5,99,999.50 (Rupees five lakhs ninety nine thousand nine hundred ninety nine and paise fifty only) has already been paid by the Purchaser before execution of this sale deed and the balance of the sale consideration amounting to Rs.4,00,000.50 (Rupees four lakhs and paise fifty only) is paid by the Purchaser to the Vendors by



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D.D.No. 509/43 dated 13-03-1996 drawn on Inclian Banda Banda

AND all the right, title and interest, property claim and demand whatsoever of the said Vendors, into and upon the Schedule Property, is hereby conveyed unto the Purchaser TO HAVE AND TO HOLD THE SAME, and the Vendors do hereby covenant with the Purchaser that the Vendors have absolute and marketable title to the Schedule Property hereby conveyed or expressed so to be, unto the Purchaser in the manner aforesaid; AND THAT THE SAID PURCHASER shall hereafter peaceably HOLD, USE and ENJOY the same absolutely and for ever without any hindrance, interruption, claim or demand by or from the said Vendors or any other person whatsoever claiming under or through the Vendors, subject to the covenants contained in this deed, and the Vendors shall indemnify the Purchaser against all manner of claims, demands and actions by whatsoever persons made,

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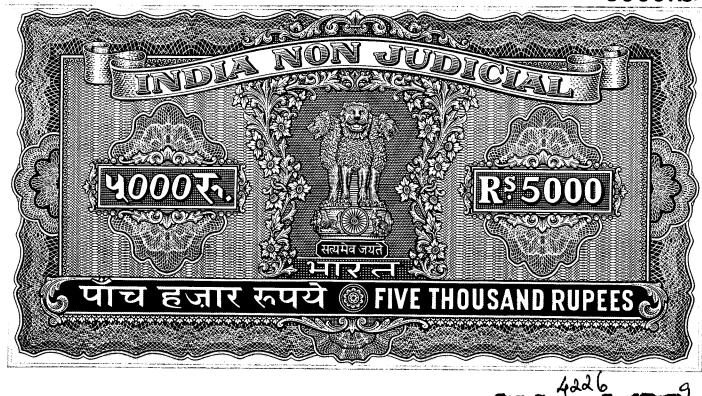
advanced or instituted;

AND THAT THE SAID VENDORs, shall and will, from time to time, upon the request of the Purchaser, do and execute or cause to be done and executed, all such acts, deeds and things, whatsoever for further and more perfectly assuring the Schedule Property actual possession of the Purchaser and placing the Purchaser and actual possession of the same according to the true and intent and meaning of these presents as shall or may be reasonably required.

Expenses of stamp duty and registration charges of this de have been borne by the Purchaser.

THE SCHEDULE

1. All that piece and parcel of land comprising of Office Premises No.101, admeasuring 750 sq.ft., located on the First Floor of the R.C.C. building known as "PAI ARCADE", constructed in C.T.S. No.3493/1-B, situate at Samadevi Galli, Belgaum, Taluka and District Belgaum, within the limits of the Corporation of the City of Belgaum, and within the Jurisdiction of the Sub-Registrar, Belgaum, bounded on the:



- 7 -

East : by Nala;

West : by remaining portion of the First Floor

of the said C.T.S.No.3493/1-B;

North : by Samadevi Galli;

South: by C.T.S.No.3493/1-C.

The Vendors have also sold to the Purchasers, the undivided share in the ground area to the extent of 31 sq.yds., from out C.T.S.No.3493/1-B. The Purchaser, however, shall have no right of claiming partition and separate possession of the share mentioned above.

- 3. The stair-cases of the said building shall be used by the Purchaser, the other owners/occupiers and all persons claiming under them in common.
- 4. The premises sold hereunder is provided with Ordinary Electricity. The Water supply pipe-line upto and from the over-head tank shall be used by the Purchaser, the other owners/occupiers of the said building, and all persons claiming under them in common.

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- 5. The Purchaser and the other owners of the said building shall use and look after the maintenance, upkeep, repairs, renovation of the following amenities/ items to be provided in and around the said building, by sharing the expenses in equal proportion.
 - 1. Water supply pipe-line supplying water upto the overhead tank and from the tank to the respective premises
 - 2. Drainage pipe from the premises to the main drain.
 - 3. Electricity supply line upto the premises and around the building.
 - 4. Maintenance of stair-cases and the building as a whole.
- The Vendors shall have the right of fully utilising the F.S.I. (already granted and that may be additionally granted in future) by effecting additional constructions over or around the existing construction and the Purchaser shall have no right of objecting to or obstructing the work whenever undertaken by the Vendors.
- 7. All the floor ceilings between the individual premises in the building and also walls between the adjoining individual premises shall jointly belong to the owners of respective premises owners proportionately.



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8. The Purchaser shall utilise the property purchased hereunder for Commercial purposes only since the permission obtained for is for Commercial purposes. The Purchaser shall have no right of making any structural alterations in the premises sold hereunder.

In case the building is damaged, either due to earthquake on account of any other reasons, the owners of the premises in the said building shall arrange to reconstruct the building in such a way that all the co-owners will get area equal to the existing area in their respective occupation. All the co-owners shall contribute in proportion to the areas in their respective occupation towards cost of construction. Any co-owner, not in a position to contribute his/her/their share, shall be permitted to sell his/her/their share to any of the existing co-owners or to any person of his/her/their However, in case such a co-owner does not co-operate in the matter of sale of his/her/their share to any of the existing co-owners or to an outsider, the other co-owners may purchase the same in the name of any of the co-owners or in the name of any other person of their choice through Court at the cost of such un-co-operative owner.

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- association or society and frame rules and regulations for looking after the maintenance of the building, etc., or for raising a building fund by suitable contributions for meeting future eventualities. If majority of the co-owners decide to form an association or society is stated above, it shall be obligatory for the Purchaser to become a member of the same, and the rules and regulations framed by the association or society shall be binding on the Purchaser.
- 11. The Purchaser shall have the right of parking only one light motor vehicle in the parking lot provided in the building.
- 12. Water charges in respect of the bills received from the Municipal Authorities shall be shared by all the owners of the said building in equal proportion.



- 11 -

- All future taxes, cesse, sales tax, etc., in respect of the otemises sold hereunder shall be borne by the Purchaser, whereas taxes, cesses, and other expenses, in respect of the common amenities and ground area, if any, shall be shared by the Purchaser proportionately with the other co-owners of the said building. However, till the premises sold hereunder is separately assessed for municipal and other taxes, all the purchasers/owners shall contribute equally towards the same, irrespective of the area in their respective occupation.
- 14. The Purchaser has satisfied himself about the quality of construction and the building materials used in the premises purchased hereunder and he shall have no right of complaining about the same in future.
- 15. The Purchaser shall arrange to get its name entered to the Property Register Card and/or in all the Revenue Records in conformity with this sale deed at his own cost. The Vendors shall extend all co-operation to the Purchaser in this behalf.

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16. The Vendors have this day put the Purchaser in actual physical possession of the premises mentioned above, and in possession of the common amenities, etc., as contained hereinabove.

The ownership of the terrace of the building totally belongs to the Vendors.

This transaction shall be governed by the provisions of Karnataka Apartment Ownership Act, 1972, and the Karnataka Ownership Flats (Regulation of the Promotion and Construction, Sale, Management, Transfer) Act, 1972, as may be applicable.

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Sub-Registrar, Edgaum,

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SILLOUIS CALLULANT CALLULANT CALLULANT VEDROS SV. No. 28/90-91

PRESENTED at the Office of the

Sub-Registrar of Belgaum

15. MAR 1996.

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This is a first transaction between the Vendors and the haser and hence concessional stamp duty is paid on this deed as per Article 20 (2) of the Karnataka Stamp Act.

The terms and conditions of this Deed shall be binding on parties hereto and their respective heirs, executors, legal representatives, assigns and successors-in-interest.

Sub-Registrar, Belgaum.

Sub-Registrar, Belgaum,

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Sub-Registrar, Belgaum.

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Sub-Registrar, Belgaum,



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IN WITNESS WHEREOF the parties hereto have subscribed their respective signatures unto this Deed on the day, the month and the year first above mentioned at Belgaum.

woder S 41 or Stanzu igned and delivered by the within-named Vendors: (1) Shri Suresh Devidas Pai, (2) Shri Satish Devidas Pai, (3) Shri Vishnu Devidas Pai.

Signed and delivered by the within-named Purchaser, Vijaya Commercial Credit Ltd., represented by its Vice Chairman and Managing Director: Shri A. K. Shetty.

Witnesses:

Drafted and Dictated by:

(D.N.Bongale, Advocate)



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Presented in my Presence a Cheque/draft No. 509/43	Certified that the Proper Deficit of Rs. A 5000 has been credited into State Bank of India. Belgaum under Chaitan No 6065. dated 1.5.366 by Shri. Way Council Counci
(payer.)	** A 226 95-96 **Page: 192 . to
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