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this 19th day of August, 1991 BETWEEN ABRAHAM SASSDON JOSEPH hereinafter called the "Vendor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, administrators, executors, successors and assigns) of the One Part A N D MR. SATWANT DATT ANAND hereinafter referred to as the "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators, successors and assigns) of the Other Part

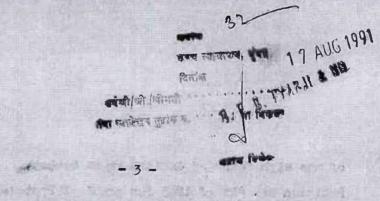
WHEREAS:

1. Firoze Darabshaw Sanjana, hereinafter

referred to as the "Deceased", was during his lifetime a member of the Pentacle Cooperative Housing Society Limited at 61, DB Bhulabhai Desai Road, Bombay 400 026, and as such member was the registered holder of 45 fully paid up shares no. 1971 to 2015 of the face value of Rs. 50/- each under share certificate no. 76, and was as such during his lifetime absolutely seized and possessed of and/or otherwise sufficiently entitled to Flat No.5 admeasuring 675 sq. feet or thereabouts i.e. to say 62.7 eters situated on the 2nd Floor of the Building known as 'Pentacle' situated at 61, DB Bhulabhai Desai Road, Bombay 400 026, and was also entitled to a car parking space in the compound of the said building. The said shares, flat and car parking space are hereinafter

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for the sake of brevity referred to as the 'said premises'.

British the Company of the School ages.

- 2. The deceased had nominated the Vendor herein as his nominee to the said society on 15th June, 1971.
- The deceased died in Bombay on 24th February 1985 leaving his last Will and testament dated 9th February 1985 wherein he had appointed the Vendor as his executor and had bequeathed the said premises to the Vendor herein.
- 4. The Vendor has accordingly filed in the Testamentary and Intestate Jurisdiction

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of the High Court of Judicature at Bombay, Petition No. 423 of 1985 for grant of Probate of the said Will dated 9th February, 1985.

- Purchaser that there is no impediment or obstruction to the grant of the Probate and that the only the legal heir Mrs. Ginibal Bilpodiwala has of the said deceased consented to the grant of the probate in Petition

 No. 423 of 1985. One, Miss. Devi R. Gidwani who had filed a Caveat in the said petition has also by consent agreed to the grant of Probate to the Vendor and order were obtained in the High Court on 25th January, 1990.
- 6. The Vendor in the circumstances has agreed to indemnify and keep harmless the

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Purchaser from all claims in respect of the said premises up to and until the grant of the Probate has been obtained by the Vendor.

- 7. Pursuant to the nomination of the deceased the said Cooperative Society has issued to the Vendor 45 fully paid up shares nos. 3996 to 4040 of the face value of Rs. 60/- each and has transferred to the Vendor all the right title and interest of the deceased in the said premises.
- 8. The Vendor is in exclusive use occupation and possession of the said premises free from encumbrance and/or any impediment.
- 9. The Vendor has agreed to sell and the Purchaser has agreed to purchase and acquire all the right, title and interest of the Vendor in the said shares together with the right to become a member of the said society with all rights incidental thereto including the right to hold, use, occupy and enjoy the said Flat and car parking space at or for the price of Rs. 30,75,000/- (Rupees thirty lacs seventy five thousand only) subject to the requisite statutory permissions herein stated.

NOW THIS INDENTURE WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

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- and sell to the Purchaser and the Purchaser shall purchase and acquire from the Vendor the said shares pertaining to Flat No. 5 and. the car parking space together with the membership rights of the Vendors in the said society and the right, title and interest of the Vendor to hold, use and occupy the said Flat and car parking space together with all the permanent fixtures and fittings (excluding telephone) and all other rights incidental or pertinent thereto and belonging, at or for the price of Rs. 30,75,000/- (Rupees thirty lacs seventy five thousand only) to be paid by the Purchaser to the Vendor in the manner following:
 - three lacs only) being too of the paid by the Purchaser to the Vendor on or before the execution of these presents by depositing the amount with Messrs. Khona & Kaysern being the Attorneys for the Vendor as by way of earnest the receipt whereof the Vendor doth hereby acknowledge.

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The sum of Rs. 23.202/- (Rupees hounty seven lace, and seventy five thousand only) being the balance purchase price shall

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Vendor at the time of the completion of the sale in the manner provided in clause 5 hereinafter.

- 2. Simultaneously with the execution of this Agreement the Vendor and the Purchaser shall comply with the provisions of Chapter XX-C of the Income Tax Act, 1961 and the Rules made thereunder and shall forthwith forward two copies of this Agreement along with the prescribed form No. 37-I under section 269 UL in duplicate duly completed to the Appropriate Authority appointed under Chapter XX-C of the Income Tax Act, 1961.
- The Vendor has prior to the execution of these presents orally intimated the Secretary of the Society his intention to transfer and assign his right, title and interest in the said premises, i.e. to say in the shares and assign the benefits of his membership pertaining to the Flat No.5 and car parking space in the Society together with the use, occupation and possession of the said Flat and car parking space to the said Purchaser.
- 4. It is hereby expressly agreed and declared between the parties hereto that in the event that the grant of 'No Objection' certificate

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by the Authority appointed under Chapter XX-C of the Income Tax Act, 1961 is refused within the specified time and/or the event of the said Authority exercises the right of pre-emption on behalf of the Central Government in respect of the said premises, the Vendor shall forthwith direct their Attorneys Messrs. Khona & Kayser to refund to the Purchaser the said earnest money of Rs. 3,00,000/- (Rupees three lacs only) deposited with them under clause 1(a) herein. In the event the Competent Authority permits the sale or is deemed to have permitted the sale to the Purchaser, the Attorneys of the Vendor shall pay over the money deposited under clause 1(a) herein to the Vendor simultaneously with the balance purchase . price payable by the Purchaser to the Vendor.

- permission under section 269UL (time being of the essence of the contract) and in any event within seven days thereof, the Purchaser shall pay to the Vendor the balance of Rs. 27,75,000/- (Rupees twenty seven lacs, seventy five thousand only) as provided in clause 1(b) herein and the Vendor shall forthwith complete the sale in the manner hereunder (time being of essence).
 - (i) The Vendor shall deliver to the Purchaser the Share Certificate

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- (ii) The Vendor shall deliver to and put the Purchaser in vacant possession of the said premises.
- (iii) The Vendor shall deliver to the Purchaser all relevant deeds, documents, writings and instruments evidencing the Vendor's right, title and interest in respect of the said premises.
- 6. On the completion of sale the Vendor shall instruct the said Society to transfer to the Purchaser all deposits and other amounts (including sinking fund) if any, standing to the credit of the Vendor in the books of the said Society and also the amount of deposit standing to his credit with the BEST in respect of the electrical installation relating to the said premises. The Purchaser shall be entitled to the deposit standing in the name of the Vendor.
- 7. The Vendor shall pay all rents, taxes, assessment outgoings and all other charges and amounts due by the Vendor to the Government, Municipality or the said Society in respect of the said premises unto the date on which the Vendor deliver vacant possession of the said

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premises to the Purchaser, and shall keep the Purchaser indemnified against non -payment thereof. The Vendor declares that he has paid and discharged in full all liabilities as aforesaid upto date.

- 8. The Purchaser shall pay and discharge all liabilities in respect of the said premises on and after the date on which the Vendor deliver vacant possession of the said premises to the Purchaser and shall keep the Vendor indemnified against non payment thereof.
- gree to share equally the transfer fee or donation to be made as a voluntary donation to the Society for giving its account to sale and transfer of the said shares and as incidental thereof the right to hold, use, enjoy and occupy the said flat and car parking space as a member by the Vendors to the Purchaser.
- 10. The Vendor hereby declares represents and warrants (and the Purchaser has agreed to enter into this Agreement on the faith of the said representation and believing the same to be true) that:-
 - (a) The Vendor has inherited the said premises and the shares of the Cooperative Society from Firoze

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Darabshaw Sanjana under a Will dated 9th February 1985 in respect of which Probate has been applied for by Petition No.423 of 1985 and there is no objection to the grant of the Probate;

(b) The Vendor in order to resolve the discrepancy contained in the share certificates issued to the deceased by the said Society and the subsequent share certificates issued to the Vendor, the Vendor has obtained a letter from the Society confirming the right title and interest of the Vendor which said letter is annexed hereto and marked Annexure 'A';

Annex. A.

owner of the said shares and as such is absolutely entitled to use, enjoy, occupy and possess the said premises as member of the said Society and that no other person or party is in possession or has any right, title and interest, proprietary claim or demand into over or upon the same or any part thereof, either by way of sale, exchange, gift, trust, tenancy

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inheritance lien or beneficial interest or any other interest whatsoever;

(d) The Vendor has good right full power and absolute authority to sell and transfer the said shares and as incidental thereto the right to hold, use, enjoy, occupy and possess the said premises and that he has nor anyone on his behalf done, committed or omitted any act, deed, matter or thing whereby the said shares and membership right or his right to hold, use, occupy and possess the said premises is or can be forfeited, extinguished or rendered void or voidable AND the Vendor shall keep indemnified the Purchaser from or against all actions, suits, proceedings, claims, demands, fines, penalties, expenses or other liabilities of whatsoever nature made or suffered by or brought against or incurred by the Purchaser by reason or virtue of any non-performance or non-observance by him of any of the terms, conditions, agreements covenants and provisions on which he holds the said shares and as incidental thereto the

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said Flat and car parking space and of any Rules, Regulations and bye-laws in force for the time being, and from time to time of the said Society;

The Vendor has not in any way (e) encumbered or agreed to encumber by way of mortgage charge, lien, trust, sale, pledge, or otherwise howsoever the right, title and interest in the said shares and the membership in the said Society and the said flat and car parking space and shares are free from all encumbrances whatsoever, and that his said right, title and interest in the said shares and membership of the Society and the and car parking space said flat/have not been attached either before or after judgment or by or at the instance of Taxation Authorities or any other authorities, that the Vendor has not given anyn undertaking to the Taxation Authorities or any other authorities not to deal with or dispose of his said right, title and interest in the said shares, membership or the said Flat and the car parking space and that the Vendor is in possession thereto and has full and absolute

power to deal with the same.

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- the Purchaser sign and execute all such deeds, documents, instruments and writing as may be required by the Purchaser for the purpose of vesting in the Purchaser the said shares and as incidental thereto the right of use, enjoyment, occupation and possession of the said flat and car parking space. However, the cost of such documentation will be borne by the Purchaser alone.
- 12. The Stamp duty and registration charges of this Agreement and of any other deed to be executed by the parties hereto shall be paid by the Purchaser alone. All costs, charges and expenses including legal costs and professional fees shall be borne and paid by the respective parties incurring the same.
- May arise during the period of this Agreement in connection with any matter between the parties to this Agreement or the heirs, successors or legal representatives of the parties hereto, whether during the currency of this Agreement or after determination thereof, relating to or arising out of the terms and conditions of these presents, shall unless decided by mutual agreement of the parties hereto, be referred to Arbitrators, one each to be appointed by the parties to the dispute. Such Arbitration shall be held at Bombay and shall be

governed by the provisions of the Arbitration Act, 1940 for the time being in force in the Indian Union and its Award shall be binding on the parties to the dispute.

IN WITNESS WHEREOF the Parties hereto have hereunto executed these presents (in duplicate) the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED	by)	
the withinnamed Vendor)	As Joseph
MR. ABRAHAM SASSOON JOSEPH)	0
in the presence of :)	
Boro police de s. de	· seksoilo	

signed sealed and Delivered by)
the withinnamed Purchaser)
Mr. SATWANT DATT ANAND)
in the presence of :)

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ANNEXURE "A" .

THE PENTACLE CO-OPERATIVE HOUSING SOCIETY LTD.

REGISTRATION NUMBER 8-3122 OF 1961 61 DB BHULABHAI DESAI ROAD, NEAR SOPHIA COLLEGE, BOMBAY-400026.

TO WHOMSOEVER IT MAY CONCERN

This is to certify that a certificate for 45 shares of The Pentacle Co-Operative Housing Society were issued as under in the name of Firoze Darabshaw Sanjana:

Certificate No:

76

No. of shares

45

Share Nos.

1971 to 2015

Date of issue

10.1.1964.

After the death of Shri F.D. Sanjana the Nominee, 2. A.S. Joseph applied for Duplicate Share Certificate as the Original Certificate was not traceable by him.

Accordingly a free Share Certificate was issued

as under:

Certificate No.

124

No. of shares

45

Share Nos.

3996 to 4040

Date of Issue

10.5.1985.

Both the Share Certificates and Shares No.'s as given above pertain the same flat on the Second Floor viz. Flat No.5 in the Societies building call Pentacle Bldg.,61 DB Bhulabhai Desai Road, Breach Candy, Near Sophia College, Bombay 400026.

For The Pentacla Co-opy Housing Society Ltd.

DATED THIS 19th DAY OF August, 1991

ABRAHAM SASSOON JOSEPH

- and -

SATWANT DATT ANAND

FLAT PURCHASER'S AGREEMENT

Re: FLAT NO. 5

S.F.B. TYABJI & CO., Advocates, Bombay.



बृहन्मुंबई विद्युत पुरवठा आणि परिवहन उपक्रम 🔌

(बृह-मुंबई महानगरपालिका) बेस्ट भवन, पो.बॉ.नं.१९२, बेस्ट मार्ग, कुलाबा, मुंबई -४०० ००१



Name:

CAPT S D ANAND

Mobile No:99XXXXXX77

Billing Address:

5,FLOOR-2ND,PLOT-61/D,PENTACLE,VIVEK SINGH LANE, SOPHIA COLLEGE, CUMBALLA HILL, MUMBAI-400026

Power Supply Address:

5,FLOOR-ZND,PLOT-61/D,PENTACLE,VIVEK SINGH LANE, SOPHIA COLLEGE, CUMBALLA HILL, MUMBAI-400026

Bill For : Jan-2	Date of Bill: 1	10/01/2024 invoice	No.: 40146606722
Book Folio No.	: 466067	Consumer No.	: 466-067-221*1
Cycle	: 07		: 1403263
Type of Supply	: 3P	Bill Period	: 05/12/2023 -
Service No	: 350564-X-X		03/01/2024
Installation No.	: 0352992	Tariff	: LTIB
Sanctioned Load	: 13.970 KW	Category	: RESIDENTIAL
Security Deposit	: 1600.00	Ward	: D
Last Paymer	nt Received	Last Payr	ment Received Date
₹	0.00	20	0/09/2022

Current Bill Amount &	Par Dies T	Due logie *	BILL Amount Before Que Date &	BILL Amount Acce Ducidate 7
632.26	-2533.79	02/02/2024	-1900.00	0

* Due date valid only for current bill amount ** Interest will be levied on arrears as applicable

be treated as proof for other

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nsed :

electricity

for

issued

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This Electric Bill

Fuse Control/Off Supply 23094242/23018169 8828871647

Bill Collection Centers in your area

Kamathipura : Near Panchsheel Bldg, Maneji Reju Merg, Mumbai 400008

Nana Chowk: Jobanputra Compd., Muncipal 'D' Ward, Nana Chowk, Mum-7

Gol Davui : Sant Sena Maharaj Marg, 2nd Kumbharwada, Mumbal 400004

Tarring BusStation: Near Navigovan Society, R.S.Nimker Marg, Mumbai

Khetwadi : Near Alankar Cinema, S.V.Patel Marg, Mumbal 400 004

Grant Road : Noar Super Cinema, Shaukat Ali Rd, Mumbal

Walkeshwar: Best House, Walkeshwar Bus Station, Mumbai

Billing Complaints 8657906865

Electricity Theft/ Unauthorised use South-22814996

Fault Control 22066661/22066611

For Street Lighting Complaints 9 8097584815/7208836089

Internal Complaint Redressal Cell Assistant Admin.Manager, Customer Care 'D' Ward, New Administrative Bldg, 2nd Floor, Tardeo Complex, R.S. Nimkar Marg, Tardeo, Mumbal - 400008. Tel No -23092365, 23026761. Email: [greedward@bestsindertaking.com

Tardeo: Pande Compound, Tardeo

Ground Floor, Multistoried Annex Bldg, Accomodation Road, Colaba, Mumbal - 400001

Cosumer Grievances Redressial

Forum

Visit: www.cgrfbest.org.in Email: decgri@bestundertaking.com

"IMPORTANT MESSAGE" HIST / RTGS Electricity Bill Payment (OFC First Bank)

: PEST Undertaing Name of Recordings Bareling Account Rates : BESTCOMM Bank Harm and Branch : DFC First Bank List Charves, R.K. Sainel. BY DA -INFRYACIO

MEFT I POSS Additional Security Deposit Payment (IDFC First Bank)

Best Undertaine Name of Bereficiary Beerleiny Arment Hunter: HEST Community of shift Consumer Ho Back Hazo and Borok : DFC First Early Lid, Chernal, R.K. Sairal. -DFR0080(0)

HEFT / RTGS Electricity Bill Payment (SBI)

Never of Baradicky : Best Undertailing Beradicky Account Hunter : DESTERMINATION (Fill Optioners No.) BANKS AND STREEN OF MEAN WARRANCH PY.O.A · SEVENIORS:

Bar Graph Unit	KMH	Month
Meter No - N1296		
M - E - E	66	Dec-23
2128	66	Nov-23 Oct-23
100	70	Sep-23
Mark Control	61	Aug-23
E	67	Jul-23
盟	85	Jun-23
1005	104	May-23
NAME OF TAXABLE PARTY.	512	Apr-23
08	62	Mar-23
	57	Feb-23
Units Consumed		kWH
Jan-24		66
Jan-23		56



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Best Undertaking official app





"This bill for power supply cannot be treated or utilised as proof that the premises for which the power supply has been granted is an authorised structure nor would the issuance of the bill amount to proof of ownership of the premises."

Crossed Cheque ** / D.D. Should be in Favour of * BEST Consumer

466067221*1

DIWIE	CONSUMER NUMBER	BILL BATE	DUE DATE	BIT WOUNT 14
S/D/07	466-067-221*1	10/01/2024	02/02/2024	-1900.00

If you have paid Arrears of , Please bring the paid bill and Pay

** Payment by made cheque is subject to realization.



EST Undertaking Payment Slip

0466067221100000-190000NN02022024M00000

Your Bill Details	Amount 2		
Fixed Charges / Demand Charges	300.00		
Energy Charges	128.70		
Wheeling Charges	114.84		
Fuel Adjustment Charges	0.00		
Electricity Duty	86.97		
M.Tax Sale on Electricity	17.19		
Power Factor Penalty /Incentive	0.00		
Load Factor Incentive	0.00		
Penalty for Exceeding Contract	0.00		
TOD Charges	0.00		
Current Months Bill Amount (A)	647.70		
Delayed Payment Charges (@1.25% monthly bill including Yexes and Duties)	0.00		
Intrest on Arrears	0.00		
Prompt Payment Discount	-5.44		
ECS Discount	0.00		
Digital Payment Disc./ebill disc (if applicable)	-10.00		
Total Adjustment Amount	0.00		
Net Other Charges (B)	-15.44		
Total Current Month charges (A + B)	632.26		
Previous Month Bill amount	-2533.79		
Payment Received	0,00		
Net Arrears (C)	-2533.79		
Total Bill (A +B+ C)	-1901.53		
Foral Rill Amount (Rounded)	1900.00		

Important Messages

*Promot payment discount of Rs. 5.44 will be given if payment is made on / before

'Billed on Estimation

*Billed on Estimation
*If you have availed ECS facility and your bill amount exceeds ECS limit, please. pay
by cheque/cash/DD and increase limit by giving fresh ECS mandate
*Payment through ECS, Bill for information only.

Your ECS limit is Rs1000. For any increase you may contact on Tel. No. 22799559 (

South), 24194549 (North)

Collected at Source (TCS) will be levied on your electricity bill exceeding Rs. 50 Lakhs (excluding taxes) in a financial year. TCS rate will be 0.1% for PAH holders and 1% for non-PAH holders in FY22-23. Multiple consumer accounts with same PAH will be considered as single entity. TCS certificate will be issued as per TDS. Rules. Kindly update your PAH with concerned ward affice of BEST.

Adjustment & Claim Details

	NEW C	Energy Consumed					Contract	Billing	
Meter No.	Tartff/Duty	Previous Results	Current Reading	NF.	Consumed	P.F.	Load	Demand In KVA	Demand in KVA
N129646	LT I B/A	15753	15819	1.000	68		13.97		

Your Tariff Structure							
Consumer Cabbrery (Union of North	Eligad (F/Cur	(Dermind orcion (mili)	Charges Charges the & Avent	Wheether Charges	EDIReces	Teck (8: Franks)/(W/h) *	FACTORIO
CT18i							
0 - 160	AS/-	150/-	1.95	1.74	16% of	26.04	0.00
101 - 300	125/-	150/-	5.30		FC-VC+FAC or as		0.00
301 - 500 > 500	125/-	150/-	10.86		applicable		0.00

"Additional fixed charges of Rt. 155/- per 10KW load

Additional fixed charges of Rt. 155/- per 10KW load

Apart thereof above 10KW load shall be pkyable. ""Green Power Tarifff.e.Rt. 0.66/kWh + Electricity Duty (as applicable to

Important Notes:

DELAYED PAYMENT CHARGES and INTEREST ON ARREARS will be changed as per Turiff schedule if the Electricity bill payment is not made before due date.

 If the Electric supply meter is not in use for a long period Kindly contact.

respective ward office.

3. Safety of the meter is consumers responsibility.

a.-a.may or the mean is consumers respondently.
4. Using your Electricity connection for purpose other that provided for, is a tariff violation and may lead to disconnection / panal actions.
5. Please quote your consumer no. 解释,果然,解释,并 and contact number in all your

6. Do not issue outsistion or post dated cheques.
7. A Penal amount of Rs. 250 per cheque will be charged on a dishonoured

8. Mention your account number and amount on backside of the cheque while

making multiple bill payment by single chaque.

9. Elactricity bill where amount of bill is greater than Re20000/- will be accepted

only by choque or demand demand draft.

10. "Consumer Right Statement" Application to CGRF, ECS form, etc. Will be available at our Website www.bestundertaking.com as well as at our ward office.

Other payment options: * Bill Desk

Online Billing Details

Electricity Duty rates as shown in tariff structure will be applicable as per the schedule in Maharashtri Electricity Duty Act 2016. GOM Notification no. ELD. 2016/CR. 252/Energy-1 dated 21.10.2016. Naharashtra Tax, rate as shown in tariff structure will be charged as per Govt. Notification no. YVK-2018/CR-161-Energy-1 dated 26.12.2018.

You can pay your electricity bill using credit debit card or netbanking. No need to stand in a queue Visit our Website www.bestundertaking.com and click on "Online Electricity Bill"

BEST Cash counter

" BEST's Mobile cash

Selected banks

NACH (National Automated Clearing Housing)

M/s.Tech Process (Net

IDFC First Bank (RTGS/NEFT)

* miBest (Mobile app)

PAY BY NACH TO AVAIL DISCOUNT- (NACH mandates forms available at our website and Cash Collection Centers)

For More details: 22799559 (South), 24194549 (North)

To be filled by customer for Payment through Cheque/ D.D.: Name of Bank & Branch:

Cheque /D.D.Ho. & Date :

IMPORTANT TIPS:

1.BEST has not authorized any individual to collect payment at site.

2.The bit should be paid in spite of any dispute. The discrepancy if any would be adjusted in next bit.

3.The payment made by cheques would be considered confirmed only after the realization of cheque. The dishonouring of Cheque is liable for penal a ing of Cheque is liable for penal action.

Please furnish the following details for E-Billing Mobile No.



Amount 8

BEST Undertaking Payment Stip