# **KOLKATA MUNICIPAL CORPORATION**

ASSESSMENT COLLECTION DEPARTMENT (TOLLY TAX)
212, RASHBEHARI AVENUE, GARIAHAT, KOLKATA - 700 019

### **MUTATION CERTIFICATE**

O/098/29-JUL-13/18542 Case No.:

SUB: Your application for mutation dated29/07/2013

in respect of

Premises Number:

338, NETAJI SUBHAS CHANDRA BOSE ROAD

Assessee No. 210980620530

Nature of Premise: D H

To.

Sri/Smt

SANJAI VISHWAKARMA ANITA VISHWAKARMA

ailing Address of the Applicant (s): 338,NETAJI SUBHAS CHANDRA BOSE ROAD FLAT NO 3K-7, 3RD FLOOR, KOLKATA

700040

Dear Sir/Madam,

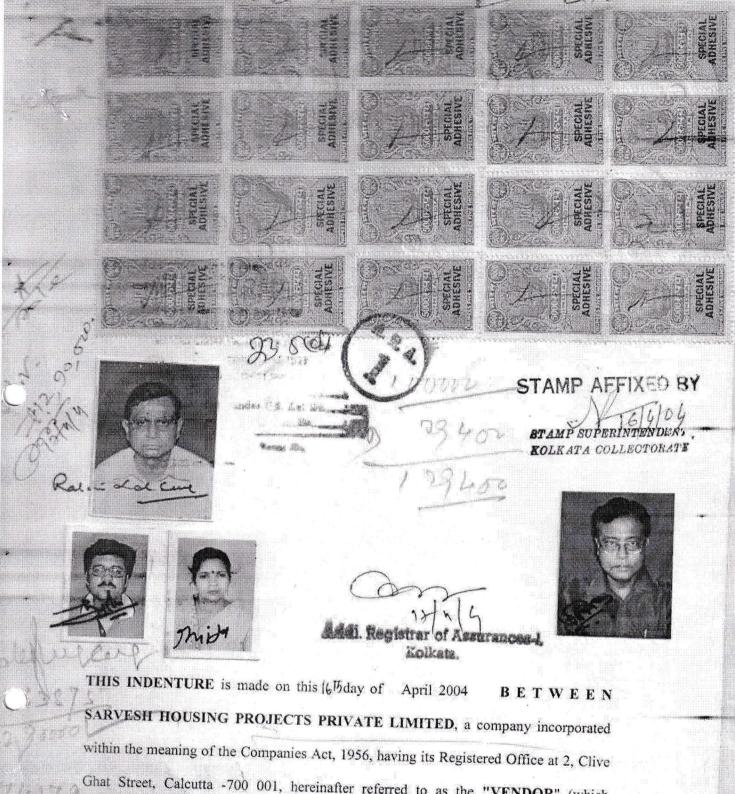
With reference to the aforesaid subject you are hereby informed that the prayer of mutation has been granted in your favour by this department on  $\frac{01/08/2013}{}$  and henceforth the person(s) who will be treated as owner(s) / person (s) liable to pay tax in respect of the premises in question are as follows.

SANJAI VISHWAKARMA ANITA VISHWAKARMA

> 06/08/2013 Dated:

Yours faithfully,

Dy. Assessor-Collector



Ghat Street, Calcutta -700 001, hereinafter referred to as the "VENDOR" (which expressions shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interest and assigns) of the ONE PART AND

(Ranjit Basu)

repeated 15 registrates || A.M. at Molkata Textistration Office a blow April 2004 By Saciay tishwakarama STOREST OF ASSOCIATIONS SAMERAN VISHWAKAR WA 1) Sariay Vishwakarena R. R. dal Virheballones 3) Acriba Vishevalercus at Svishwaleavens both at 338. N. S. C. Bose Rd llas elo, 3) Ratan Cal Sathe & Dison-M. Sarvery 24. P. Rf. XXI at 2. Clime gleat of West-1, Drive 1) Rought Basa %. Os. Brasu formely and as courted along on Swinds \* (ANTA VISNUARADMA) Pase both at 8. Tube Colony. Nifdih, Jamshedpn. 83/003. Rut 21 sus. R. K. Chaterrool, ( RATANLAL SETHIA) 2 Cline Gleat St. (RAMJIT BASY) tiself and a constituted altosory for Ms. Shinki Brown Add) Registrar of Assurances Kolkata. 16/4/4 identified by me: MY. RAJAM KANT CHATURUEDI SIO LAKE B. N. CHATURVEDS 2. Clive Ghat Sti Kol-1

- A. By an Indenture of Conveyance dated 11<sup>th</sup> August, 1941, one Hirendra Lal Sarkar, therein called the Vendor, sold, transferred and conveyed Premises No. 338, N.S.C. Bose Road, Calcutta 700 040, hereinafter referred to as the "said premises" and morefully described in the FIRST SCHEDULE hereto to one Keshowjee Savchand therein called the Purchaser. The said Indenture was registered in the office of the Sub-Registrar, Alipore, in Book No. 1; Volume no. 30 at pages 183 to 194 being no. 1594 for the year 1941.
- By a Deed of Gift dated 19<sup>th</sup> April, 1954 which was registered in the office of the Sub-Registrar, Alipore, in Book No. 1, Volume No. 45 at pages 249 to 254 being No. 3076 for the year 1955, the said Keshowjee Savchand gifted and devised the entirety of the said premises to Hemchandra Jagmohan, Vidya Chandra Jagmohan, Ramanlal Jagmohandas Shah, Anil Kumar Jagmohan and Pravin Chandra Keshowjee.
- C. By a Deed of Release and Declaration dated 26<sup>th</sup> April, 1979 the said Hemchandra Jagmohan, Vidya Chandra Jagmohan, Ramanlal Jagmohandas Shah, Anil Kumar Jagmohan and Pravin Chandra Keshowjee declared that Dipak Kumar Pravin Chandra, being the son of the said Pravin Chandra Keshowjee, had a share in the said premises and the respective shares and/or portions were allotted to the aforesaid six persons, including the said Dipak Kumar Pravin Chandra. The said Deed of Release and Declaration was duly registered in the office of the Registrar of Assurance, Calcutta, in Book No. 1, Volume No. 73 at pages 203 to 244 being No. 2288 for the year 1979.
  - Thus, Hemchandra Jagmohan, Vidya Chandra Jagmohan, Ramanlal Jagmohandas Shah, Anil Kumar Jagmohan, Pravin Chandra Keshowjee and Dipak Kumar Pravin Chandra, hereinafter collectively referred to as the "Earlier Owners", became the absolute owners and/or otherwise entitled to the said premises.

### NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

A. In pursuance of the aforesaid and in consideration of a sum of Rs.10,63,875 (Rupees Ten lacs sixty three thousand eight hundred seventy-five only) paid by the PURCHASER to the VENDOR through the Confirming Party as aforesaid the receipt whereof the Vendor doth as well as by receipt hereunder written admits and acknowledges and of and from the same and every part thereof doth hereby forever acquit, release and discharge the Purchaser as well as the said unit mentioned in the Second Schedule along with proportionate rights, privileges and amenities mentioned in the Third Schedule and all other benefits and rights herein comprised and hereby demised and/or granted, conveyed, transferred, assigned and assured or expressed or intended to be very part or parts thereof respectively together with the Vendor's and every of its respective rights, liabilities and appurtenances whatsoever, to the Purchaser free from all encumbrances, trusts, liens and attachments whatsoever AND TO HAVE AND TO HOLD the said unit mentioned in the Second Schedule hereunder written hereby granted, conveyed transferred, assigned, assured and every part or parts thereof respectively absolutely and forever subject to the Purchaser's covenants herein mentioned.

#### THE VENDOR HEREBY COVENANTS WITH THE PURCHASER.

- The said unit is free from all encumbrances and the Vendor has the power and marketable and saleable title to sell the said unit to the Purchaser.
- 2. That no portion of the said unit or of the said premises is under requisition or acquisition of any Governmental, semi Governmental or other authorities.
- 3. The Purchaser shall and may from time to time and at all times hereinafter, peacefully and quietly enter into, hold, possess and enjoy the said unit hereby granted, sold, conveyed, transferred and receive and take rents, issues and profits therefrom without any trouble, hindrance, eviction or any interruption by the Vendor or any person lawfully and equitably claiming from, under or in trust for

- 4. The Vendor hereby indemnifies to keep the Purchaser harmless against all future claims either from the successors and successors-in-interest of the Vendor or from any encumbrances.
- 5. The Vendor will, from time to time and all times hereinafter, at the request and cost of the Purchaser do, execute and cause to be done and/or execute all such act/s, deed/s and thing/s for further bettering and more perfectly assuring the said unit and every part thereof unto the Purchaser.
- 6. The Purchaser shall have the proportionate, undivided right, title and interest over the common areas and facilities morefully described in THIRD SCHEDULE hereto.

# THE PURCHASER HEREBY COVENANTS WITH THE VENDOR.

- 1. The **Purchaser** unequivocally agrees to pay all the maintenance charges and outgoings for the said **unit** wholly and for the common portions proportionately month by month and as and when the same is payable, without any delay and default to the **Vendor** until the association of unit holders is formed with the approval of the **Vendor**.
- 2. The Purchaser further agrees to pay the corporation rates and taxes for the said unit wholly and for the common portions proportionately, to the Vendor month by month as per determination of the Vendor from the date of handing over possession of the said unit to the Purchaser, until the rates and taxes for the said unit is apportioned and the name of the Purchaser is mutated, provided however that, the Purchaser shall all along be liable for the maintenance charges and the corporation rates and taxes for the common portions.

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- The Purchaser, at or before the time of taking possession of the said unit shall deposit with the Vendor the sums and/or amounts on following accounts.
  - a) Rs.6/- per sq. ft. as deposit towards the proportionate share of expenses and outgoings as mentioned in the Fourth Schedule to the agreement for sale dated 17<sup>th</sup> November 1999.
  - b) Rs.10/- per sq. ft. as deposit towards the C.M.C. Taxes and Rates.
  - c) Rs.1/- per sq. ft. towards share money application/entrance fees and his/her share of expenses in connection with the formation of the Maintenance Organisation.
  - d) Rs.18/- per sq. ft. towards payment of deposit money to Calcutta Electric Supply Corporation for common meters and charges for procuring common and individual meters and for the installation of transformer.
  - e) Rs.15/- per watt. towards cost of Generator for supply of backup power to individual flats.
  - f) Rs.25,000/- towards roof beautification charges.
  - g) Rs.11/- per sq. ft. towards the legal fees for preparation of this Agreement and other documents, if any, required to be executed in pursuance hereof which shall be equal to 1% (one percent) i.e. Rs.11/- per sq. ft. Of the amount mentioned in the Sixth Schedule to the Agreement of sale dated 17<sup>th</sup> November 1999 such deposit/s shall not carry any interest.
  - Until an association of the unit holders of the said premises is formed, the said deposits will be kept in a separate account by the Vendor and after the association is formed, the Vendor shall furnish the accounts for the said deposit, including the accounts for expenditure, to the said association and shall refund the excess amount to the association after realising all its dues.
  - 5. If at the time of handing over accounts to the association it is found that some amount is payable by the unit holders to the association, then and in such event, the association will reimburse the same to the Vendor. The accounts submitted by the Vendor cannot be questioned.



4.

6. Immediately after formation of the association, the association will take charge of the maintenance, management and control of the said premises and the Vendor shall, with effect from such date, not be accountable or responsible for any maintenance, electricity and municipal rates and taxes.

# THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE PREMISES)

PARCEL OF LAND OR GROUND on which the same is erected and built, admeasuring 2 (two) bighas more or less situate, lying at and being Municipal Premises No. 338, Netaji Subhas Chandra Bose Road, Calcutta - 700 040, Police Station Jadavpur, Sub-Registry Alipore, District South 24 Parganas (formerly contained within C.S. Dag Nos. 50, 171, 172, 174, 177, 189 and 190 appertaining to Khatian Nos. 46, 57, 58, 64, 66, 71, 77, 103, 172, 181 and 210 Mouza Khanpur, J.L. No. 46, R.S. No. 7. Touzi Nos. 151 and 152) within the jurisdiction of the Calcutta Municipal Corporation and butted and bounded as follows:-

ON THE NORTH By C.M.C. Road

ON THE EAST Partly by C.M.C. Road, partly

By Premises No. 204, N.S.C. Bose Road

And partly by Premises No. 206/2, N.S.C. Bose Road

ON THE SOUTH Partly by Premises No. 340, N.S.C.

Bose Road partly by Premises No.

206/1, N.S.C. Bose Road and partly by

Premises No. 206/2 N.S.C. Bose Road

ON THE WEST Partly by Premises No. 340, N.S.C. Bose

Bose Road and partly by C.M.C. Road.

4

The second secon

- 6. Roof of each building to be treated / beautified for the use and enjoyment in common by the occupants of the respective buildings in terms hereof.
- 7. Main gate of the building.

# PART-II

# (Common Portions: Common to the Co-owners of the Housing Complex)

- Paths, passages and driveways in the Housing Complex other than those reserved for parking of motor cars or marked by the VENDOR exclusive to any Unit or Co-owner.
- 2. Transformer, electrical substation and their accessories and distribution cables, if provided for supply of electricity in the Housing Complex and room, if any, in the ground floor of the Rear Block.
- 3. Electrical installations with main switch and meter and room, if any, required therefor.
- 4. Deep Tube well and Pumps.
- 5. Drains and sewers from the buildings to the corporation drains.
- Stand by diesel generator set, its panel and accessories and room, if any, for installing the same.
- 7. Water pump with motor and underground water reservoir in the Premises with water distribution pipes to the overhead tank of each building and room, if any, for installing the water pump and motor.
- 8. One deep tube well for supplementing the water supply from the Calcutta Municipal Corporation.
- 9. Provisions for cable T.V. connection.
- 10. Boundary walls and main gate to the Housing Complex.
- 11. Water treatment Plant for Hygienic drinking and washing water.

The state of the s

IN WITNESS WHEREOF, the parties hereto set and subscribed their respective hands and seals on the day month and year first above written. SIGNED SEALED AND DELIVERED By the Vendor at KOLKATA in the For Sarvesh Housing Projects Pvt, Ltd. Presence of: WITNESSES: R.K. Chafurvedi. 2. Clive Ghat Freet. Rolkata - 700001 Bisubnath Chinara, 2, Clive Ghaf Ofreet. Rof-700001. SIGNED SEALED AND DELIVERED By the Purchaser at KOLKATA in the (SAHJAI VISHWAHAPINA) Presence of: WITNESSES: 1241.03 (KIN PURUSHOTHAM) (-14,600gan confb) (ANITA VISHUAKARMA) 123, s. c Road, LAKE TOWN KOLKHIN -700084 2. SIGNED SEALED AND DELIVERED Descript Brus)

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As Per (Are should Boar)

Constituted Attroney

for Ms. Strown Base By the Confirming Party at KOLKATA in the Presence of: WITNESSES: white (K.V. PURUSHOTHAM) C-18, Sangam Complex
123, S.C.Rond, LAKETOWN
123, KOLICATA - 7000 89 2. profted by me dojne tall, Ah

# MEMORANDUM OF CONSIDERATION

Received from the Purchaser through Confirming Party herein the sum of Rs. 10,63,875 (Rupees Ten lacs sixty three thousand eight hundred seventy-five only) being the total consideration for the sale of the said unit as more fully described in the SECOND SCHEDULE herein situated in premises no.338, N.S.C Bose Road, Kolkata, as more fully described in the FIRST SCHEDULE herein in the following manner is to say:

DATE CHEQUE / P.O. NO

DRAWN ON

AMOUNT

(in Rs.)

Payment made through various cheuqes issued on different dates and drawn on Different Banks

Rs. 10,63,875/-

(Rupees Ten lacs sixty three thousand eight hundred seventy five only)

Range Survey Polecto Pvs. 1886.

Range Survey Surve

Act Servesh Housing Projects Pvt. Ltd.

Ru- Lesene

Signature-of-the Vendor.

WITNESSES:

Yuu/

1. R:K. Chalürvedi 2. Clive Guat 81. Kolkata - 700001.

# SPECIMEN FORM FOR TEN FINGERPRINTS

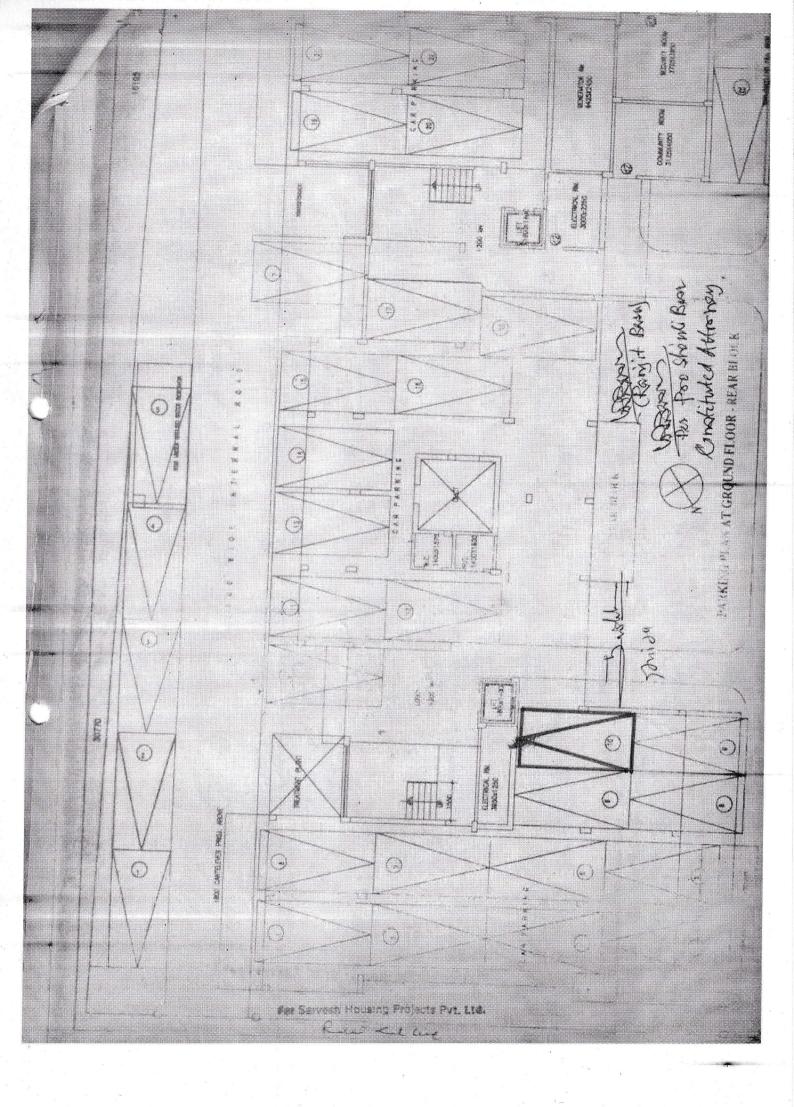
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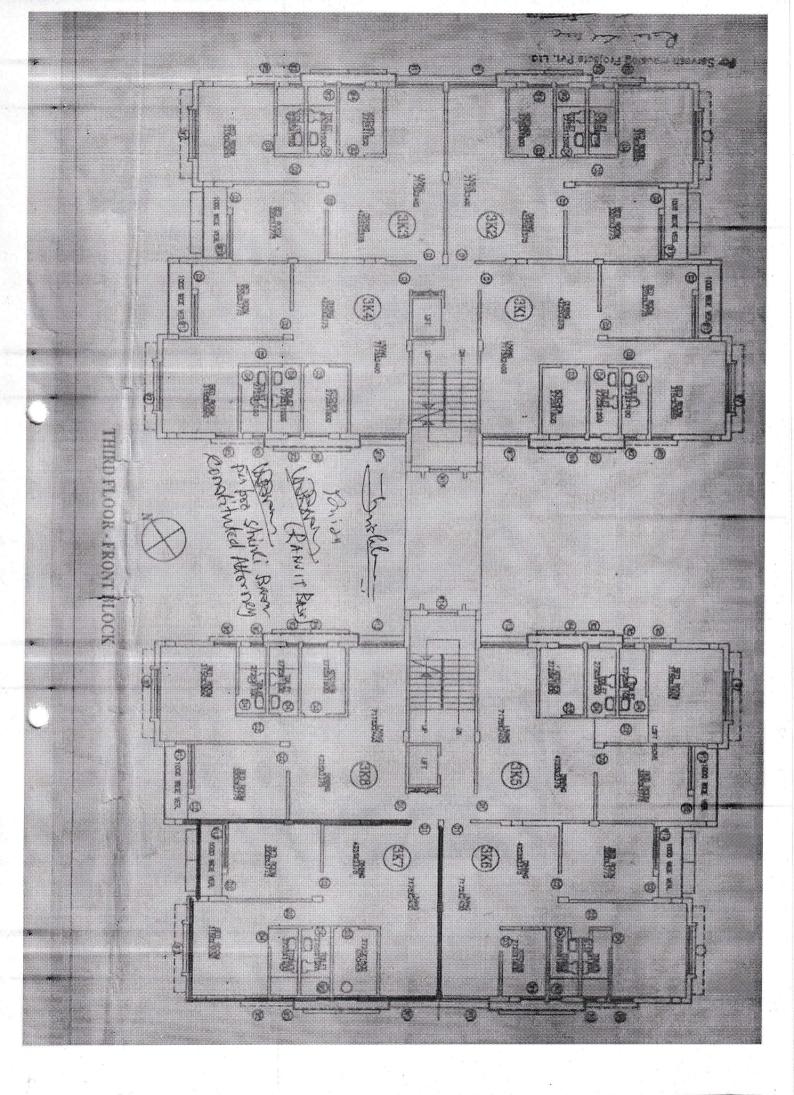
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INDENTURE MADE THIS 1615 DAY OF APRIL 2004

BETWEEN

SARVESH HOUSING PROJECTS PVT. LTD. (VENDOR)

AND

Mr. Sanjai Vishwakarma Mrs. Anita Vishwakarma 2,7.04

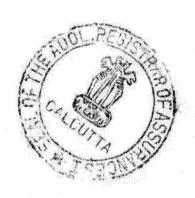
PURCHASER)

AND

Ir. Ranjit Basu Ars. Shiuli Basu **CONFIRMING PARTY**)

Mai hagistrar of Assurances & Kolkais.

DEED OF CONVEYANCE



AGGI Registrer of Reservances.

area of approximately 1015 sq. ft. together with one covered car parking space on the ground floor of the said premises and common rights in the common portions and facilities along with an unpartible, undivided proportionate share in the land and as morefully described in the SECOND SCHEDULE hereto and hereinafter referred to as "the said Unit", on the terms & conditions as morefully stated in the said Agreement for Sale dated 17<sup>th</sup> November 1999 and for a consideration of Rs.10,63,875 (Rupees Ten lacs sixty three thousand eight hundred seventy-five only).

- K. By and under an agreement of assignment dated 10<sup>th</sup> April 2004, the Confirming Party herein agreed to assign and transfer their right, title and interest in the said unit to the Purchaser herein on the terms and conditions and consideration as stated in the said agreement of assignment.
- L. The Purchaser herein is the nominee of the Confirming Party herein and has agreed to purchase the Unit mentioned in the Second Schedule hereunder written and hereinafter referred to as "the said Unit"
- M. The Purchaser has satisfied himself with the right, title and interest of the Vendor with regard to the said Unit mentioned in the Second Schedule herein which is the subject matter of sale under this conveyance and also satisfied himself about the construction made pursuant to the said sanctioned building plan and undertakes not to raise any dispute either with regard to the right, title or interest of the Vendor or with the nature of construction made. The Purchaser has also satisfied himself about the covenants and about the common facilities and the right of the Purchaser with regard to the common facilities and installations.
- N. It has been clearly understood by the Purchaser that the Purchaser's exclusive right will always be confined to the said unit including his uninterrupted right of ingress and egress from the main gate of the said unit under sale.

- O. The Vendor has assured the Purchaser that the Vendor has a marketable and saleable right title and interest over and above the said unit.
  - The total sale price of the said unit is Rs. 10,63,875 (Rupees Ten lacs sixty three thousand eight hundred seventy-five only).

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# THE KOLKATA MUNICIPAL CORPORATION ASSESSMENT COLLECTION DEPARTMENT

## MUTATION APPROVAL SLIP

Final Approval Date
Ward No.
Applicant's Assessee No.
New Assessee No
Fremises No
Street Name
Case No.
Last Decided AV.
Date Of Effect

Name of the Previous recorded owner(s) VRVESH HOUSING PROJECT PVT. LTD. :01/08/2013

:098

:210980620530 :210980620530

:338

:NETAJI SUBHAS CHANDRA BOSE ROAD

:0/098/29-JUL-13/18542

:24110

:01/10/2001

After granting Mutation The Aforesaid Premises Will stand Recorded in the Name(s) of SANJAI VISHWAKARMA, ANITA VISHWAKARMA

Mailing Address of the Applicant(s) 338, NETAJI SUBHAS CHANDRA BOSE ROAD, FLAT NO 3K-7, 3RD FLOOR, KOLKATA

-700040 Approved By:

PRASUN PALIT, AC

Operator Name:

SOMA ROY

Mease Note:

.Any mistake regarding the Instant Mutation Case if detected to be informed to the Computer Counter within 15 Days from the Date of Receipt of this slip beyond which No Prayer shall beentertained.

2. Mutation Certificate may be collected from the couneter after 15 days from the Date Isssue of this slip on payment of Rs 100 and the certificate so issued will be deemed to be final. Hence, the Applicant(s) are requested to strictly follow the instructions given at Point No. 1. While collecting Mutation Certificate the applicant(s) are requested to produce

Mutation Approval Slip in original.

- E The Earlier Owners had submitted a building plan for sanction of two multistoried buildings in the said premises and obtained sanction therefor from the Calcutta Municipal Corporation vide Sanction Plan No. BX-BS 295 dated 16<sup>th</sup> January, 1996.
- F. By an Agreement dated 24<sup>th</sup> November, 1995, the Earlier Owners herein agreed to sell and the Vendor herein agreed to purchase the said premises, along with the benefit of the sanctioned building plan on the terms and for the consideration as mentioned in the said agreement dated 24<sup>th</sup> November 1995.
- G. The said premises was under occupation of two tenants viz. Shyam Sunder Bhuwalka and Mandanlal Limited, both of them having surrendered their tenancy rights after receiving compensation for alternative accommodation.
- The Vendor herein by a Deed of Conveyance dated 6<sup>th</sup> January, 1999, registered with the Addl. Registrar of Assurances, Calcutta in Book No. I, Volume No. 37 at pages 1 to 50 being No. 1007 for the year 1999, purchased the said premises from the Earlier Owners free from all encumbrances, with marketable and saleable title, on the terms and conditions and at a consideration as mentioned in the said Deed of Conveyance and received vacant and peaceful possession of the said premises on the day of registration and execution of the said conveyance. The Vendor has since then been in peaceful possession of the said premises. The purchase by the Vendor herein of the said premises obviously includes right to construct in terms of the said sanctioned building plan.
  - In terms of the said sanctioned building plan, the Vendor has completed construction of several units / duplex in the said premises for sale and/or disposal.
  - Vide an Agreement for Sale dated 17th November 1999, the Confirming Party

(1) Mr. Sanjai Vishwakarma s/o Shri Radhey Lal Vishwakarma and (2) Mrs. Anita Vishwakarma w/o Mr. Sanjai Vishwakarma both now residing at The Tolly Residency, Flat No.3K 7/ Front Block, 338 N. S. C. Bose Road, Kolkata - 700 040 hereinafter collectively referred to as the 'PURCHASER' (which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, executors, representatives and assigns) of the SECOND PART and (1) Mr. Ranjit Basu s/o Shri Bibhuti Basu and (2) Mrs. Shiuli Basu w/o Mr. Ranjit Basu both residing at Bunglow No. DSB - 8, Tube Colony, Nildih, Jamshedpur - 831 003 hereinafter collectively referred to as the 'CONFIRMING PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, executors, representatives and assigns) of the THIRD PART.

Ar Thida