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पश्चिम बंगाल WEST BENGAL

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 2355/2015  
 M/1352687/15  
 REGISTRAR of Assurances  
 Kolkata



Certified that the Document is admitted to Registration. To Sheet and the endorsement sheet of this document are the part of this document.

Additional Registrar  
 of Assurances-Kolkata  
 10/8/15

THIS DEED OF GIFT is made on this 6<sup>th</sup> day of August Two Thousand and Fifteen BETWEEN BIMAL KUMAR PASARI, son of the Late Moolchand Pasari, by Faith - Hindu, by Occupation - Business, Nationality - Indian, having PAN No.AGHPP8409R, residing at Premises No.43, Landmark, 4<sup>th</sup> Floor, Carmicheal Road, Police Station- Gamdevi, Post Office - Gopalrao Deshmukh Marg, Mumbai - 400 026, hereinafter referred to as the DONOR (which

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 07/15







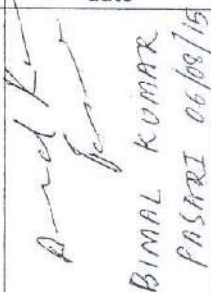



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - II KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19021000178832/2015

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Bimal Kumar Pasari 43 , Landmark ,4th Floor , Carmicheal Road, P.O:- Gopalrao Deshmukh Marg, P.S:- GAMDEVI, District:-Mumbai, Maharashtra, India, PIN - 400026	Donor		5525 	 BIMAL KUMAR PASARI 06/08/15
2	Mr Ratan Lal Pasari 17 , Ballygunge Park Road, P.O:- Ballygunge, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Donee		5524 	 RATAN LAL PASARI 06/08/15
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr Virendra Singh Bengani Son of Late A Bengani High Court , Calcutta, P.O:- G P O, P.S- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001	Mr Bimal Kumar Pasari, Mr Ratan Lal Pasari		Virendra Singh Bengani 06.08.2015	

(Ashoke Kumar Biswas)

DR

OFFICE OF THE A.R.A. -

II KOLKATA

Kolkata, West Bengal



expression shall unless excluded by or repugnant to the subject or context, shall mean and include his heirs, executors, administrators, representatives and/or assigns) of the **ONE PART AND RATAN LAL PASARI**, son of Late Moolchand Pasari, by Faith - Hindu, by Occupation - Businessman, Nationality - Indian, having PAN **AFOPP5614G**, residing at 17, Ballygunge Park Road, Police Station-Karaya, Post Office- Ballygunge, Kolkata - 700 019, hereinafter referred to as the **DONEE** (which expression shall unless excluded by or repugnant to the subject or context, shall mean and include his heirs, executors, administrators, representatives and/or assigns) of the **OTHER PART:**

**WHEREAS:**

A. At a sale held by the Registrar, High Court, Original Side, Calcutta on the 20<sup>th</sup> day of September, 1958 pursuant to a decree passed on the 27<sup>th</sup> day of April, 1953 in Suit No. 2627 of 1950 (Gunendra Kumar Roychowdhury & Ors. -Versus- Sobha Ghosh & Anr.) and the orders dated the 16<sup>th</sup> day of August, 1956 and 13<sup>th</sup> day of August, 1958 passed therein, one Shanti Devi Pasari purchased All That the partly two-storied and partly three-storied brick-built messuage tenement and/or dwelling house Together With the piece and parcel of land containing an area of 1 Bigha, 8 Cottahs, 12 Chittacks, 22 Sq. ft. but on actual measurement containing an area of 1 Bigha, 9 Cottahs, 2 Chittacks, 40 Sq. ft. be the same title more or less situate lying at and being premises No. 14, Theatre Road (formerly No. 7, Theatre Road) being part of Holding No. 60, Block No. 19 in the southern division in the town of the then Calcutta more fully



and particularly described in the **First Schedule** hereunder written (hereinafter referred to as the **said property**).

B. On the 2<sup>nd</sup> day of February, 1959, the Registrar, High Court, Original Side, Calcutta had issued the Sale Certificate in respect of the said sale in favour of the said Shanti Devi Pasari which was registered with the Registrar of Assurances, Calcutta.

C. The said Shanti Devi Pasari died on the 21<sup>st</sup> day of June, 1988 after making and publishing her Last Will and Testament dated the 5<sup>th</sup> day of March, 1987, whereby and whereunder, she appointed Ratanlal Pasari as the Executor and gave devised and bequeathed amongst others All That the said property unto and in favour of Moolchand Ratanlal HUF absolutely and forever.

D. The said Executor applied for the grant of Probate of the Last Will and Testament dated the 5<sup>th</sup> day of March, 1987 and the Hon'ble High Court at Calcutta was pleased to grant Probate thereof in P.L.A. No.182 of 2010 on the 14<sup>th</sup> day of January, 2011.

E. Subsequent to the said Probate being granted, the Executor discovered a Codicil dated the 14<sup>th</sup> day of January, 1988 of the said deceased to the said Last Will and Testament dated the 5<sup>th</sup> day of March, 1987 whereby and where under she gave devised and bequeathed the said property unto and in favour of Ratanlal Pasari, Bimal Kumar Pasari and Lalit Kumar Pasari in equal share.

F. The Executor applied for the grant of Probate of the said Codicil dated 14<sup>th</sup> January, 1988 before the Hon'ble High Court at Calcutta.



G. The said Property is now known as 14, Shakespeare Sarani, Kolkata.

H. The existing structure of the said Property more fully and particularly described in the **Second Schedule** hereunder written has been declared as Heritage Building.

I. By a Development Agreement dated the 7<sup>th</sup> day of November, 2013 made between the said Ratanlal Pasari, Bimal Kumar Pasari and Lalit Pasari of the First Part, Ratan Lal Pasari therein referred to as the Executor of the Second Part and Aspirations Homes Private Limited of the Other Part and registered with the Additional Registrar of Assurances I Kolkata in Book No.I, Volume No.3, Pages 552 to 609, Being No. 544, for the year 2014 the said Aspirations Homes Private Limited has agreed for development of the said Property by construction of new building(s) in the vacant land thereat and wherever the context would permit, the refurbished heritage building on the terms and conditions therein contained.

J. The Hon'ble High Court at Calcutta was pleased to grant Probate of the said Codicil dated 14<sup>th</sup> January, 1988 in P.L.A. No.231 of 2013 on the 16<sup>th</sup> day of January, 2014.

K. By a Deed of Assent dated 4<sup>th</sup> July, 2015 made between the said Ratanlal Pasari therein referred to as the Executor of the One Part and the said Ratanlal Pasari, Bimal Kumar Pasari and Lalit Kumar Pasari therein jointly referred to as the Beneficiaries of the Other Part and registered with the Additional District Sub-Registrar at Alipore in Book No.IV, Volume No.1605-2015, Pages 3280 to 3294,



Being No.160500876 for the year 2015, the said Executor assented to the legacy of the said property in favour of the said beneficiaries in terms of the said Will and Codicil.

L. Thus the DONOR became seized and possessed of and/or otherwise well and sufficiently entitled to All that the undivided one-third ( $1/3^{\text{rd}}$ ) share in the said property free from all encumbrances, charges, liens, lispensens, attachments, acquisitions, requisitions and trust of whatsoever nature.

M. The DONOR is the full blood younger brother of the DONEE.

N. Out of his natural love and affection for the DONEE, the DONOR is now desirous of making a free and absolute gift in favour of the DONEE in respect of **All that** the residential constructed space containing a super built up or saleable area of 3000 sq.ft. approximately in the main Heritage Building having a total super built up area of 12,032 sq.ft. approximately (wherein he has undivided one-third ( $1/3^{\text{rd}}$ ) share) constructed on the piece and parcel of land containing an area of 4207 sq.ft. be the same or a little more or less more fully and particularly mentioned and described in the **Second Schedule** hereunder written and being the front portion of the said property together with proportionate undivided share in the land attributable thereto together with proportionate right of enjoyment of the Common Portions and Facilities together with Easement Rights and Privileges of the said property, attributable and appurtenant thereto (herein after collectively referred to as the **said space**) more fully and particularly mentioned and described in the **Third Schedule** hereunder written free from all encumbrances, charges, liens,



lispendens, attachments, acquisitions, requisitions and trust of whatsoever nature.

O. The DONEE has accepted the said gift by signing and executing these presents.

**NOW THIS INDENTURE WITNESSETH** that in consideration of the natural love and affection, which the DONOR has and bears towards the DONEE, the DONOR doth hereby grant, transfer, gift, assign and assure unto and in favour of the DONEE **ALL THAT** the residential constructed space containing a super built up or saleable area of 3000 sq.ft. approximately in the main Heritage Building having a total super built up area of 12,032 sq.ft. approximately (wherein he has undivided one-third (1/3<sup>rd</sup>) share) constructed on the piece and parcel of land containing an area of 4207 sq.ft. be the same or a little more or less more fully and particularly mentioned and described in the **Second Schedule** hereunder written and being the front portion of the said property together with proportionate undivided share in the land attributable thereto **TOGETHER WITH** proportionate right of enjoyment of the Common Portions and Facilities together with Easement Rights and Privileges of the said property more fully and particularly mentioned and described in the First Schedule hereunder written, attributable and appurtenant thereto (herein after collectively referred to as the **said space**) more fully and particularly mentioned and described in the **Third Schedule** here under written **AND TOGETHER WITH** all structures, erections, fixtures, areas, walls, compound, courtyards, electric meters and benefit and advantages and lights, gates, ways, paths, passages, drains, water, water-courses, rights, easements, appendages,



sewerages, passage for laying electric line, **AND** all and every manner of former and other rights, liberties, easements, privileges appendages and appurtenances whatsoever to the said space or every part thereof usually held, used, occupied or enjoyed or reputed to belong or to be appurtenant thereto and the reversion and reversions remainder and remainders, rents, issues and profits thereof and of every part thereof and all the estate right, title inheritance use trust property claim and demand whatsoever both at law and in equity of the said Donor into and upon the said space or any and every part thereof **AND** all deeds, pattahs, plans, muniments, writings and evidences of title which solely relate to the said space, more fully and particularly described in the Third Schedule hereunder written or any part or parcel thereof and which now are or heretofore shall or may be in the custody, power or possession of the said Donor can or may procure the same without action or suit at law or in equity **TO HAVE AND TO HOLD** the said space hereby granted, gifted and transferred or expressed and intended so to be with all rights privileges and appurtenances thereto unto and to the use of the said Donee and his heirs, successors, administrators, legal representatives and assigns absolutely and forever free from all encumbrances and claims **AND** the said Donor doth hereby covenant with the said Donee and his heirs, successors, administrators, legal representatives and assigns **THAT NOTWITHSTANDING** any act, deed or thing whatsoever by the said Donor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for the said Donor, made, done, committed or knowingly or willingly suffered to the contrary, their rights, titles or interests to the said space not becoming void or voidable and the said Donor now has good right full power absolute





authority and indefeasible title to grant, gift and transfer the said space hereby granted, gifted and transferred or expressed or intended so to be unto and to the use of the said Donee and his heirs, successors, administrators, legal representatives and assigns in the manner as aforesaid And that the said Donee and his heirs, successors, administrators, legal representatives and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said space and receive the rents, issues and profits thereof without any lawful eviction interruption claim and demand whatsoever from or by the said Donor or his successors, legal representative and/or assigns or any person or persons lawfully or equitably claiming from under or in trust for the said Donor and that free and clear and freely and clearly and absolutely acquitted, exonerated released and forever discharged or otherwise by and at the costs and expenses of the said Donor and sufficiently saved, defended, kept harmless and well and sufficiently indemnified of, from and against all former and other estates titles and all manner of claims, charges, liens, debts attachments and encumbrances whatsoever had executed, occasioned made, or suffered by the said Donor or any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the Donor and all persons having or lawfully or equitably claiming any estate, right, title or interest in law or in equity in the said space hereby assigned, transferred, or any part thereof by, from or in trust for the said Donor shall and will from time to time and at all time hereafter at the request and costs of the said Donee his heirs, successors, administrators, and assigns do and execute or cause to be done or executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said



space more fully and particularly described in the Third Schedule hereunder written and every part thereof unto and to the use of the said Donee his respective heirs, successors, administrators, and assigns in the manner as aforesaid as shall or may be reasonably required.

II. AND THE DONEE DOTH HEREBY ACCEPT THE GIFT

THE FIRST SCHEDULE ABOVE REFERRED TO:

(said property)

ALL THAT the partly two-storied and partly three-storied brick-built messuage tenement and/or dwelling house Together With the piece and parcel of land containing an area of 1 Bigha, 8 Cottahs, 12 Chittacks, 22 Sq. ft. but on actual measurement containing an area of 1 Bigha, 9 Cottahs, 2 Chittacks, 40 Sq. ft. be the same a little more or less together with structure standing thereon, ground floor measuring about 4000 Sq. Ft., first floor measuring about 4000 Sq. Ft. and second floor measuring about 2000 Sq. Ft., situate lying at and being premises No. 14, Shakespeare Sarani, formerly Theatre Road (formerly No. 7, Theatre Road) being part of Holding No. 60, Block No. 19 in the southern division, in KMC Ward no 63 , P.S. -Shakespeare Sarani, within the jurisdiction of the Registrar of Assurances, Kolkata in the town of Kolkata and butted and bounded as follows:-

<u>ON THE NORTH</u>	:	By Shakespeare Sarani
<u>ON THE SOUTH</u>	:	By 12, Shakespeare Sarani
<u>ON THE WEST</u>	:	By 12, Shakespeare Sarani
<u>ON THE EAST</u>	:	Partly by property No.16, Shakespeare Sarani.



OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(Heritage Building)**

All That the partly two-storied and partly three-storied heritage building having a total super built up area of 12,032 sq.ft. approximately constructed on the piece and parcel of land containing an area of 4207 sq.ft. be the same or a little more or less being the front portion of the said property more fully and particularly mentioned and described in the First Schedule herein above written.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(said space)**

ALL THAT the residential constructed space containing a super built up or saleable area of 3000 sq.ft. approximately in the main Heritage Building having a total super built up area of 12,032 sq.ft. approximately (wherein he has undivided one-third (1/3<sup>rd</sup>) share) more fully and particularly mentioned and described in the Second Schedule herein above written and being the front portion of the said property together with the proportionate undivided share in the land attributable thereto TOGETHER WITH proportionate right of enjoyment of the Common Portions and Facilities together with Easement Rights and Privileges of the said property more fully and particularly mentioned and described in the First Schedule herein above written, attributable and appurtenant thereto.



IN WITNESS WHEREOF the parties have hereunto executed these presents on the day month and year first above written.

SIGNED AND DELIVERED by the  
DONOR at Kolkata in the presence of:

*Virendra Singh Bengani*  
Advocate  
10, Clive Row, 4<sup>th</sup> Floor,  
Kolkata - 700001

*ANAND PRAKASH*  
C.A.  
7, C.R. Allen Road  
Kolkata - 700072

*Bimal Kumar*

SIGNED AND DELIVERED by the  
DONEE at Kolkata in the presence of:

*Virendra Singh Bengani*  
Advocate

*ANAND PRAKASH*

*Ravi*























Drafted by:

*Amlan Mandal*

(Amlan Mandal)  
Advocate  
High Court, Calcutta  
E.No.WB/365/1998



SPECIMEN FORM FOR TEN FINGER PRINTS

	<i>Hand R</i>						
		Little      Ring      Middle      Fore      Thumb (Left Hand)					
		Thumb      Fore      Middle      Ring      Little (Right Hand)					
	<i>Hand L</i>						
		Little      Ring      Middle      Fore      Thumb (Left Hand)					
		Thumb      Fore      Middle      Ring      Little (Right Hand)					
PHOTO							
	Little      Ring      Middle      Fore      Thumb (Left Hand)						
	Thumb      Fore      Middle      Ring      Little (Right Hand)						



## Seller, Buyer and Property Details

### Donor & Donee Details

#### Donor Details

SL  
No

Name, Address, Photo, Finger print and Signature

1	<p>Mr Bimal Kumar Pasari Son of Late Moolchand Pasari 43 , Landmark ,4th Floor , Carmicheal Road, P.O:- Gopalrao Deshmukh Marg, P.S:- GAMDEVI, District:- Mumbai, Maharashtra, India, PIN - 400026 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGHPP8409R. Status : Self Date of Execution : 06/08/2015 Date of Admission : 06/08/2015 Place of Admission of Execution : Pvt. Residence</p>
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1 Mr Ratan Lal Pasari  
 Son of Late Moolchand Pasari  
 17, Ballygunge Park Road, P.O:- Ballygunge, P.S:- Karaya, District:-South 24-Parganas, West Bengal,  
 India, PIN - 700019  
 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFOPP5614G,  
 Status : Self  
 Date of Execution : 06/08/2015  
 Date of Admission : 06/08/2015  
 Place of Admission of Execution : Pvt. Residence

## B. Identifire Details

Identifier Details			
SL No	Identifier Name & Address	Identifier of	Signature
1	Mr Virendra Singh Bengani Son of Late A Bengani High Court, Calcutta, P.O:- G P O, P.S.- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India,	Mr Bimal Kumar Pasari, Mr Ratan Lal Pasari	

## C. Transacted Property Details

Apartment Details						
Sch No.	Location of Apartment	Plot No/Zone	Floor Area	Set Forth Value (In Rs.)	Market value (In Rs.)	Other Details
A1	District: Kolkata, P.S.- Shakespeare Sarani, Corporation KOLKATA MUNICIPAL CORPORATION Road Shakespeare Sarani, Zone Name: (Jawaharlal Nehru Road Crossing -- U. N. Brahmachari Crossing On Road). RS Plot No: Khatian No: 00000., Premises No: 14, Ward No: 63, Flat No: 0, Floor No: 0	Zone Name: (Jawaharlal Nehru Road Crossing -- U. N. Brahmachari Crossing On Road), RS Plot No: Khatian No: 00000,	Super built-up area: 3000	1/-,	3,52,68,750/-	Apartment Type: Flat/Apartment, Residential Use, Floor Type Mosaic, Age of Flat: 50 Year, ,Property is on Road



Details of the applicant who has submitted the requisition form

Applicant's Name	U S BENGANI
Address	10, CLIVE ROW, 4TH FLOOR, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate





Registry No/Year	19021000178832/2015	Serial no/Year	1902008501 / 2015
Deed No/Year	I - 190208594 / 2015		
Transaction	[0201] Gift, Gift in Favour of family members		
Name of Presentant	Mr Ratan Lal Pasari	Presented At	Private Residence
Date of Execution	06-08-2015	Date of Presentation	06-08-2015

**Remarks**

On 06/08/2015

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 04:36 hrs on : 06/08/2015, at the Private residence by Mr Ratan Lal Pasari, Claimant.

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 )**

Execution is admitted on 06/08/2015 by

Mr. Bimal Kumar Pasari, Son of Late Moolchand Pasari, 43 , Landmark ,4th Floor , Carmicheal Road, P.O: Gopalrao Deshmukh Marg, Thana: GAMDEVI, , Mumbai, MAHARASHTRA, India, PIN - 400026, By caste Hindu, By Profession Business

Identified by Mr Virendra Singh Bengani, Son of Late A Bengani, High Court , Calcutta, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 )**

Execution is admitted on 06/08/2015 by

Mr Ratan Lal Pasari, Son of Late Moolchand Pasari, 17 , Ballygunge Park Road, P.O: Ballygunge, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By Profession Business  
Identified by Mr Virendra Singh Bengani, Son of Late A Bengani, High Court , Calcutta, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

(Ashoke Kumar Biswas)

ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
Kolkata, West Bengal

On 10/08/2015

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 24 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 33(i) of Indian Stamp Act 1899.

**Payment of Fees**



Description of Draft

1. Rs 3,87,962/- is paid, by the Draft(8554) No: 394047000404, Date: 07/08/2015, Bank: STATE BANK OF INDIA (SBI), Specialised Insti B K G Kolkata.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 1,76,364/- and Stamp Duty paid by Draft Rs 1,76,364/- by Stamp Rs 100/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 72622, Purchased on 28/07/2015, Vendor named S Sarkar.

Description of Draft

1. Rs 1,76,364/- is paid, by the Draft(8554) No: 394046000404, Date: 07/08/2015, Bank: STATE BANK OF INDIA (SBI), Specialised Insti B K G Kolkata.

(Ashoke Kumar Biswas)

ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
Kolkata, West Bengal

On 15/07/2015

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,52,68,750/- . Other amount Rs 3,52,68,750/-

(Dulal Saha)

ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
Kolkata, West Bengal

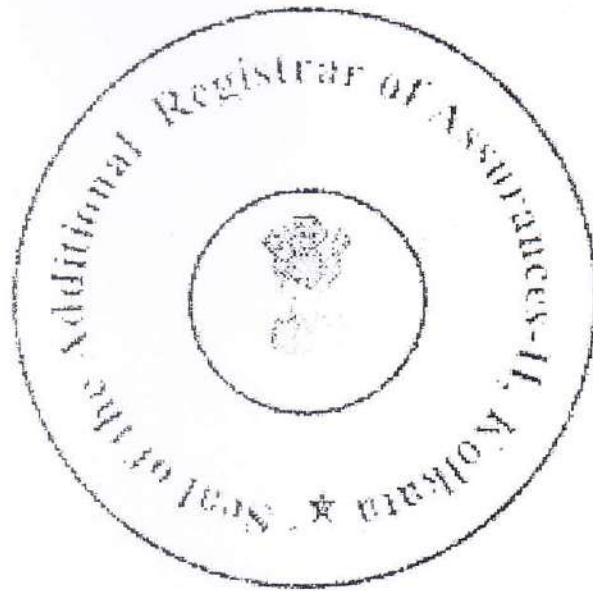


Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2015, Page from 95697 to 95716

being No 190208594 for the year 2015.



Digitally signed by ASHOKE KUMAR  
BISWAS

Date: 2015.09.02 16:05:24 +05:30

Reason: Digital Signing of Deed.

(Ashoke Kumar Biswas) 02/09/2015 16:05:24

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

West Bengal.

(This document is digitally signed.)



DATED THIS 6<sup>th</sup> DAY OF August 2015

BETWEEN  
BIMAL KUMAR PASARI  
... DONOR  
AND  
RATAN LAL PASARI  
... DONEE

DEED OF GIFT

VICTOR MOSES & CO.  
SOLICITORS & ADVOCATES,  
6, OLD POST OFFICE STREET,  
KOLKATA - 700 001

