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Additional Registrar of Assurances-III
Kolkata

01/0-175

CSIII-36

A.R.A.
III

Notified that the Document is admitted for Registration. The Signature Sheet and endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-III, Kolkata
17/9/14

1 SEP 2014

I, RATAN LAL PASARI, son of Moolchand Pasari (since deceased), aged about 74 years, residing at 17, Ballygunge Park Road, Police Station : Karaya, Kolkata - 700 019 make this my LAST WILL AND TESTAMENT -

1. I do hereby cancel and revoke all previous Wills, ~~Codicils~~ and other testamentary dispositions, if any, which I have or might have heretofore made and declare this to be my LAST WILL AND TESTAMENT.

2. I have been and am a Hindu by religion governed by the Mitakshara School and I am competent to make this Will.

3. At present I own and/or am entitled to various moveable and immovable assets and properties, some of which are specifically mentioned hereinafter.

4. I hereby appoint (i) Chandra Kant Pasari, son of Shankar Lal Pasari, (since deceased) residing at 4A, Raincy Park, Kolkata - 700 019; and (ii) my younger son, Abhay Pasari, residing at 17, Ballygunge Park Road, Kolkata - 700 019 to be the Executors and Trustees of my this Last Will and Testament (hereinafter referred to as "my said Executors and Trustees"). My said Executors and Trustees shall be entitled to act jointly and/or severally. In the event of any one of my said Executors and Trustees predeceasing me or in case of death of either of them or in the event of either of them being unable or unwilling to act as such, the remaining Executor and Trustee shall act singly.

5. My said Executors and Trustees and/or either of them shall be entitled to apply for and obtain probate of my this Last Will and Testament without executing any bond or depositing any security. All expenses that may be incurred in connection with obtaining grant of Probate of my this Last Will and Testament and/or administration of my Estate shall be paid out of my Estate and/or reimbursed out of my Estate to my said Executors and Trustees and/or either of them, as the case may be.

6. I hereby direct my said Executors and Trustees to realise all monies, assets and debts due and payable to me including those belonging to me and held in my name jointly with other(s) and to pay and/or provide for payment of all my just and lawful debts and liabilities and also all legal testamentary expenses regarding my Estate wherever situate.

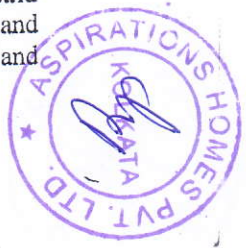
7. I hereby direct my said Executors and Trustees to spend out of my Estate and at their discretion such sum/sums as would be commensurate with my status, for my funeral and Sradh ceremonies.

8. I have two sons, namely, (1) Alek Pasari and (2) Abhay Pasari who are both married. My wife, Smt. Indu Devi Pasari died on 3rd May, 2014.

9. My brothers, Bimal Kumar Pasari and Lalit Pasari and I are the co-owners of premises no. 14, Shakespeare Sarani, Kolkata - 700 071 comprising an area of 1 Bigha, 9 Cottahs, 2 Chittacks and 40 square feet (hereinafter referred to as "the said Shakespeare Sarani property"). Each of us has an undivided one-third share and interest in the said Shakespeare Sarani property, including in the partly two storied and

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partly three storied old building erected in the front portion of the said Shakespeare Sarani property.

10. A Joint Development Agreement dated 7th November, 2013 and registered with the Additional Registrar of Assurances - II, Kolkata in Book No. I, CD Volume no. 3, pages 552 to 609, Being no. 544 for the year 2014, has been executed by all the co-owners of the said Shakespeare Sarani property (including myself) for construction of a new building inter alia with residential flats on the vacant / unused land at the back of the said Shakespeare Sarani property by Aspirations Homes Pvt. Ltd., as the Developer. In terms of the said Joint Development Agreement dated 7th November, 2013, I, alongwith my said two brothers shall be entitled upon development and construction to (a) an undivided 72 (seventy-two) per cent share of and in the total saleable area to be constructed in the said new building at the said Shakespeare Sarani property including covered and open car parking spaces; (b) an undivided 72 (seventy-two) per cent share of and in the total existing constructed area in the old building at the said Shakespeare Sarani property including covered and open car parking spaces; (c) proportionate share in the entire common areas and facilities in the said Shakespeare Sarani property; and (d) proportionate undivided share in the land comprised in the said Shakespeare Sarani property attributable to the same, hereinafter collectively referred to as "the Owners' Allocation".

11. Accordingly, I shall be entitled to one-third share of and in the Owners' Allocation equivalent to (a) 24 (twenty four) per cent share of and in the total saleable area to be constructed in the said new building at the said Shakespeare Sarani property including covered and open car parking spaces; (b) proportionate share in the entire common areas and facilities; and (c) proportionate undivided share in the land comprised in the said Shakespeare Sarani property attributable to the same. My one-third share in the Owners' Allocation as aforesaid is hereinafter referred to as "my allocated share in the new building".

12. I do hereby give, devise and bequeath 25 (twenty-five) per cent of my allocated share in the new building together with my rights, title, interest and entitlements under the said Development Agreement dated 7th November, 2013 in relation thereto unto and in favour of my two grand-sons, namely, (i) Akshay Pasari and (ii) Shivam Pasari, both sons of my younger son, Abhay Pasari, in equal shares SUBJECT TO my elder son, Alok Pasari and his wife, Smt. Sangita Pasari having the right to reside for their lifetime in one Flat in the new building to be constructed at the said Shakespeare Sarani property with the entitlement to use the car parking space(s) relatable thereto, together comprising an area more or less equivalent to 25 (twenty-five) per cent of my allocated share in the new building. My elder son, the said Alok Pasari and my daughter-in-law, the said Smt. Sangita Pasari have two daughters, namely, (i) Miss Devika Pasari and (ii) Miss Vasundhara Pasari, aged about 22 and 16 years respectively. My said two grand-daughters shall, till the time of their respective marriages, also have the right to reside with their parents in the above Flat. It is expressly made clear that my elder son, the said Alok Pasari and his family members as aforesaid shall not be required to pay any amount in respect of or relating to their aforesaid right of residence and that my said two grandsons, namely, Akshay Pasari and Shivam Pasari shall not be entitled to deal with or dispose off or interfere or create any hindrance regarding the aforesaid right of residence in any manner. It is further expressly made clear that only the persons specifically mentioned hereinabove shall be entitled to the right of residence as aforesaid and no other person(s).

13. I do hereby give, devise and bequeath 25 (twenty-five) per cent of my allocated share in the new building together with my rights, title, interest and entitlements under the said Development Agreement dated 7th November, 2013 in relation thereto absolutely unto and in favour of "Alok Pasari Beneficiary Trust" which shall be the

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absolute owner thereof with full right to deal with and dispose of the same in any manner whatsoever for the purposes of the Trust.

14. I do hereby give, devise and bequeath 50 (fifty) per cent of my allocated share in the new building together with my rights, title, interest and entitlements under the said Development Agreement dated 7th November, 2013 in relation thereto absolutely unto and in favour of my younger son, the said Abhay Pasari who shall be the absolute owner thereof with full right to deal with and dispose of the same in any manner whatsoever.

15. The ultimately constructed Units / areas (including car parking spaces) comprised in my allocated share in the new building shall be allotted to the respective beneficiary / legatee mentioned in paragraphs 12, 13 and 14 hereinabove at the sole discretion of my said Executors and Trustees. The ultimately constructed Units / areas (including car parking spaces) comprised in my allocated share in the new building may not all contain equal areas. In the event the constructed Unit (including car parking space) allotted to the said "Alok Pasari Beneficiary Trust" contains an area lesser than 25 (twenty-five) per cent of my allocated share in the new building, my younger son, the said Abhay Pasari shall compensate the said "Alok Pasari Beneficiary Trust" for the difference in constructed area at the then prevailing market rate to be decided by my said Executors and Trustees. If there is any difference of opinion amongst my said Executors and Trustees in relation to allotment of constructed Units / areas (including car parking spaces) as mentioned hereinabove or in relation to compensation payable (if any) to said "Alok Pasari Beneficiary Trust" as mentioned hereinabove, the decision of my Executor and Trustee, Chandra Kant Pasari, shall prevail and be binding.

16. I shall also be entitled to one-third share of and in the Owners' Allocation equivalent to (a) an undivided 24 (twenty four) per cent share of and in the total constructed area in the existing old building at the said Shakespeare Sarani property including covered and open car parking spaces; (b) proportionate share in the entire common areas and facilities; and (c) proportionate undivided share in the land comprised in the said Shakespeare Sarani property attributable to the same. My one-third share in the Owners' Allocation as aforesaid is hereinafter referred to as "my allocated share in the old building").

17. I do hereby give, devise and bequeath 50 (fifty) per cent of my allocated share in the old building together with my rights, title, interest and entitlements under the said Development Agreement dated 7th November, 2013 in relation thereto absolutely unto and in favour of "Alok Pasari Beneficiary Trust" which shall be the absolute owner thereof with full right to deal with and dispose of the same in any manner whatsoever for the purposes of the Trust.

18. I do hereby give, devise and bequeath 50 (fifty) per cent of my allocated share in the old building together with my rights, title, interest and entitlements under the said Development Agreement dated 7th November, 2013 in relation thereto absolutely unto and in favour of my younger son, the said Abhay Pasari who shall be the absolute owner thereof with full right to deal with and dispose of the same in any manner whatsoever.

19. During the course of development and construction under the said Development Agreement dated 7th November, 2013, my said Executors and Trustees shall deal, fulfill and/or comply with my obligations and liabilities thereunder as also enforce all my rights thereunder and sign all agreements, deeds, documents and papers in respect of my total 24 (twenty-four) per cent share as aforesaid and upon completion of the project hand over the bequests in terms of this Will. All the aforesaid legatees / beneficiaries

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shall fully co-operate with my said Executors and Trustees and shall at their direction sign and execute all documents and papers as may be required by my said Executors and Trustees. The right of residence mentioned in paragraph 12 above shall become effective upon construction of the new building at the said Shakespeare Sarani property.

20. In the event the said Development Agreement dated 7th November, 2013 is cancelled / terminated for any reason then my said Executors and Trustees shall be entitled, with the written consent and concurrence of my younger son Abhay Pasari, to enter into a new Development Agreement with any third party on such terms and conditions as may be thought fit and proper and in such an event the bequests made in paragraphs 12, 13, 14, 17 and 18 above shall be applicable to the respective shares that may be allocated to me in the new building and in the old building respectively under such new Development Agreement. Alternatively, if my said Executors and Trustees decide not to enter into a new Development Agreement with any third party, then the following persons and the Trust mentioned below shall together be entitled to my undivided one-third share and interest in the said Shakespeare Sarani property, including in the partly two storied and partly three storied old building erected in the front portion of the said Shakespeare Sarani property and their respective shares therein shall be as mentioned below SUBJECT HOWEVER to the right of residence of (a) my elder son, Alok Pasari and his wife, Smt. Sangita Pasari for their lifetime; (b) the right of residence of (i) Miss Devika Pasari and (ii) Miss Vasundhara Pasari, till the time of their respective marriages in the existing old building to the extent of my right of one-third possession thereof:

<u>NAME</u>	<u>SHARE</u>
1. Alok Pasari Beneficiary Trust	- 25 (twenty five) per cent
2. Abhay Pasari	- 50 (fifty) per cent
3. Akshay Pasari	- 12.5 (twelve and half) per cent
4. Shivam Pasari	- 12.5 (twelve and half) per cent

However subsequently as and when any new building is constructed in future, my elder son, Alok Pasari and his family shall shift to the new building where they shall have the right of residence as mentioned in paragraph 12 hereinabove and shall vacate the entire area under their possession in the old building.

21. In case of there being any dispute, difference or difficulty regarding any bequests relating to the said Shakespeare Sarani Property, the decision of my said Executors and Trustees shall be final and binding on all the legatees/beneficiaries.

22. I am the registered Owner of Flat no. 2A measuring about 145 square meters on the second floor of the rear building constructed at premises no. 17, Ballygunge Park Road, Kolkata - 700 019 together with an undivided proportionate share or interest in the land on which the said rear building is constructed comprised in premises no. 17, Ballygunge Park Road, Kolkata - 700 019 (hereinafter collectively referred to as "the said Ballygunge Park Flat"). I do hereby give, devise and bequeath the said Ballygunge Park Flat to my nephew, Chandra Kant Pasari, including possession thereof.

23. Save and except and subject to all the bequests made hereinbefore, I do hereby give, devise and bequeath absolutely unto and in favour of the said "Alok Pasari Beneficiary Trust" and my younger son, the said Abhay Pasari equally all my remaining assets and properties, both movable and immovable, which I shall die possessed of and/or be entitled to including jewellery, silver utensils, gold and silver ornaments and articles, cash and bank balances (including those in joint accounts), shares, securities, debentures, mutual funds, Demat accounts, Public Provident Fund, other investments, fixed and other deposits, refunds receivable from income tax authorities, advances,

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loans receivable, interest, benefits of contracts, share in HUF, motor car(s), curios, art objects, decorative items, household belongings, personal effects, chattels and all valuables and other articles whatsoever belonging to me in whatever form or manner as well as all assets that may be inherited by me either by way of succession or under any Will or other testamentary dispositions or belonging to me otherwise.

24. Each of the aforesaid bequests shall devolve specifically upon the persons named hereinbefore and no person / persons / entity other than those mentioned hereinbefore shall have any right and/or claim whatsoever in respect of the same. However, in the event of any of the aforesaid beneficiaries predeceasing me, (which God may forbid), the bequests made in his/her favour would belong to and be made over to his/her heirs in equal proportion, save and except the right of residence as stated hereinbefore.

25. I need not say that the bequests made by me hereinbefore shall take effect only upon my death.

IN WITNESS WHEREOF I have hereunto set and subscribed my hand at Kolkata on this the 30th day of August —, two thousand and fourteen.

SIGNED AND ACKNOWLEDGED
by the withinnamed RATAN LAL PASARI as his LAST WILL AND TESTAMENT, in the presence of us all being present at the same time who at his request in his presence and in the presence of each other have hereunto subscribed our respective names as witnesses :

Ratan Lal Pasari
(Ratan Lal Pasari)

1) *[Signature]*
ANAND PRAKASH)
7, C.R. AVENUE
KOLKATA - 70072

2) *Sanjay Gindria*
Advocate
7C, Kiran Shankar Roy Road,
Cal-1.
(SANJAY GINDRIA)

Drafted by : *Sanjay Gindria*
Advocate
7C, Kiran Shankar Roy Road
Kolkata - 700 001





Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : III - 01404 of 2014
(Serial No. 10988 of 2014 and Query No. 1903L000017127 of 2014)

On 30/08/2014

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

Presented for registration at 15.00 hrs on :30/08/2014, at the Private residence by Ratan Lal Pasari, Executant.

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

Execution is admitted on 30/08/2014 by

1. Ratan Lal Pasari, son of Lt. Mool Chand Pasari, 17, Ballygunge Park Road, P. S. - Karaya, Kolkata, District:-, WEST BENGAL, India, Pin :-700019, By Caste Hindu, By Profession : Others
Identified By Sanjay Ginodia, son of ., 7 C, K S Roy Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Advocate.

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 01/09/2014

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 Do not require stamp duty.

Payment of Fees:

Amount By Cash

Rs. 36.00/-, on 01/09/2014

(Under Article : ,C(3) = 36/- on 01/09/2014)

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.- /-

Certified that the required stamp duty of this document is Rs.- 0 /- and the Stamp duty paid as: Nil /-

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

Additional Registrar of Assurance-III
Kolkata

1 SEP 2014 (Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

01/09/2014 14:38:00

Endorsement Page 1 of 1



SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants and or purchaser Presentants	
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R. S. ...

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Little	Ring	Middle	Fore	Thumb
(Right Hand)				
Thumb	Fore	Middle	Ring	Little

Signature :

(Left Hand)				
Little	Ring	Middle	Fore	Thumb
(Right Hand)				
Thumb	Fore	Middle	Ring	Little

Signature :

(Left Hand)				
Little	Ring	Middle	Fore	Thumb
(Right Hand)				
Thumb	Fore	Middle	Ring	Little

Signature :



DATED THIS 30th DAY OF AUGUST, 2014

LAST WILL AND TESTAMENT

OF

RATAN LAL PASARI

R. Ginodia & Co.,
Advocates,
7C, Kiran Shankar Roy Road,
Calcutta - 700 001.

