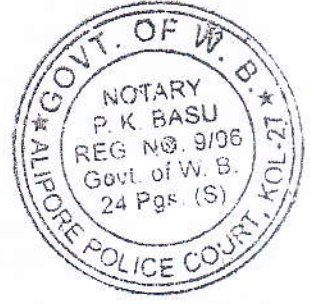


69



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AA 464673



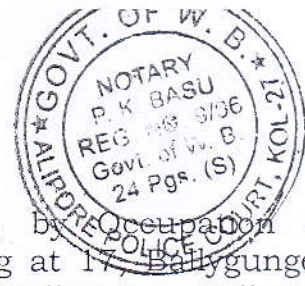
DECLARATION

We, 1) **CHANDRA KANT PASARI**, son of the Late Shankar Lal Pasari, by Faith - Hindu, by Occupation - Businessman, by Nationality - Indian, residing at 4A, Rainey Park, Police Station-Ballygunge, Post Office- Ballygunge, Kolkata - 700 019 , 2) **ABHAY PASARI**, son of the Late Ratan Lal Pasari, by Faith - Hindu, by Occupation - Businessman, by Nationality - Indian, residing at 17, Ballygunge Park Road, Police Station- Karaya, Post Office-Ballygunge, Kolkata - 700 019, 3) **BIMAL KUMAR PASARI**, son of the Late Moolchand Pasari, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at Premises No.43, Landmark, 4th Floor, Carmicheal Road, Police Station- Gamdevi, Post Office - Gopalrao Deshmukh Marg, Mumbai - 400 026 , 4) **BALIT PASARI** son of the late Moolchand Pasari, by Faith - Hindu, by Occupation - Businessman, by Nationality - Indian, residing at Premises Old No. 4, New No. 9, Kasthuri Estate, 1st Street, Alwarpet, Post Office- E-4, Abhiramapuram, Police Station- E-4, Abhiramapuram, Chennai-600018, 5) **ALOK PASARI**, son of the



17 DEC 2018





Late Ratan Lal Pasari, by Faith - Hindu, by Occupation - Businessman, by Nationality - Indian, residing at 17, Ballygunge Park Road, Police Station- Karaya, Post Office- Ballygunge, Kolkata - 700 019, **6) AKSHAY PASARI**, son of Abhay Pasari, by Faith - Hindu, by Occupation - Businessman, by Nationality - Indian, residing at 17, Ballygunge Park Road, Police Station- Karaya, Post Office- Ballygunge, Kolkata - 700 019, and **7) SHIVAM PASARI**, son of Abhay Pasari, by Faith - Hindu, by Occupation - Businessman, by Nationality - Indian, both residing at 17, Ballygunge Park Road, Police Station - Karaya, Post Office- Ballygunge, Kolkata - 700 019, do hereby and each of us doth hereby solemnly affirm and declare as under :-

A. At a sale held by the Registrar, High Court, Original Side, Calcutta on the 20th day of September, 1958 pursuant to a decree passed on the 27th day of April, 1953 in Suit No. 2627 of 1950 (Gunendra Kumar Roychowdhury & Ors. -Versus- Sobha Ghosh & Anr.) and the orders dated the 16th day of August, 1956 and 13th 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 a little 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 **Part-I** of the **First Schedule** hereunder written (hereinafter referred to as the **said Premises**).

B. On the 2nd 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.

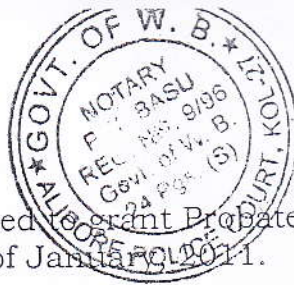
C. The said Shanti Devi Pasari died on the 21st day of June, 1988 after making and publishing her Last Will and Testament dated the 5th day of March, 1987, whereby and where under, she appointed Ratanlal Pasari as the Executor and gave devised and bequeathed amongst others All That the said Premises 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 5th day of March, 1987 and the



17 DEC 2018





Hon'ble High Court at Calcutta was pleased to grant Probate thereof in P.L.A. No.182 of 2010 on the 14th day of January, 2011.

E. Subsequent to the said Probate being granted, the Executor discovered a Codicil dated the 14th day of January, 1988 of the said deceased to the said Last Will and Testament dated the 5th day of March, 1987 whereby and where under she gave devised and bequeathed the said Premises unto and in favour of Ratanlal Pasari, Bimal Kumar Pasari (**Declarant No.3 herein**) and Lalit Pasari (**Declarant No.4 herein**) in equal shares.

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

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

H. The said Premises is now known as 14, Shakespeare Sarani, Kolkata.

I. The existing structure of the said Premises more fully and particularly described in the **Part-II** of the **First Schedule** hereunder written has been declared as Heritage Building.

J. By the Development Agreement dated 7th November, 2013, Aspirations Homes Private Limited has agreed for development of the said Premises 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 (herein after referred to as the **said Project**).

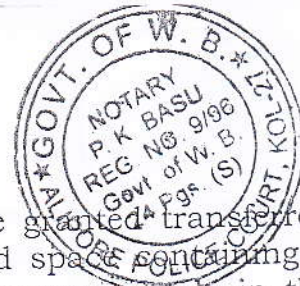
K. By a Deed of Assent dated 4th July, 2015 made between the said Ratanlal Pasari therein referred to as the Executor of the One Part and the said Ratanlal Pasari, Bimal Kumar Pasari and Lalit Kumar Pasari therein jointly referred to as the Beneficiaries of the Other Part and registered with the Additional 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 Premises in favour of the said beneficiaries in terms of the said Will and Codicil of Shanti Devi Pasari, since deceased.

L. By a Deed of Gift dated the 6th day of August, 2015 made between the said Bimal Kumar Pasari therein referred to as the Donor of the One Part and the said Ratan Lal Pasari the Donee of the Other Part and registered with the Assistant Registrar of Assurances II, Kolkata in Book No. I, Volume No.1902-2015, Pages 95697 to 95716, Being No.190208594 for the year 2015 the Donor therein out of his



17 DEC 2018





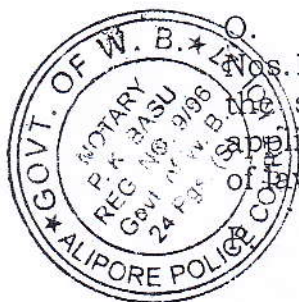
natural love and affection towards the Donee granted transferred and gifted All that the residential constructed space containing a super carpet or saleable area of 3000 sq.ft. approximately in the main Heritage Building having a total gross area of 12,032 sq.ft. approximately (wherein he has undivided one-third (1/3rd) 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 there under written and being the front portion of the said Premises 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 Premises, attributable and appurtenant thereto (herein after collectively referred to as the **said gifted space**) more fully and particularly mentioned and described in the Third Schedule there under written.

M. By another Deed of Gift dated 14th day of September, 2015, made between the said Ratan Lal Pasari therein referred to as the Donor of the One Part and Abhay Pasari therein referred to as the Donee of the Other Part and registered with the Assistant Registrar of Assurances II, Kolkata in Book No. I, Volume No. 1902-2015, Pages 134295 to 134317, Being No. 190209798 for the year 2015 the Donor therein out of his natural love and affection towards the Donee granted transferred and gifted All that the said gifted space more fully and particularly mentioned and described in the Third Schedule there under written.

N. The said Ratan Lal Pasari died on 8th December, 2016 after making and publishing his Last Will and Testament dated 30th August, 2014 whereby he gave devised and bequeathed his undivided share in the Premises together with construction to be erected thereon or on the part thereof by and under the terms of the said Development Agreement unto and in favour of his two sons namely Alope Pasari (**Declarant No.5 herein**) and Abhay Pasari (**Declarant No.2 herein**) and two grandsons, namely Akshay Pasari (**Declarant No.6 herein**) and Shivam Pasari (**Declarant No.7 herein**) in the manner recorded therein.

O. Chandra Kant Pasari and said Abhay Pasari, the Declarant Nos.1 and 2 herein, being the Executors and Trustees appointed by the said Testator to his Last Will and Testament are yet to file application for grant of probate thereof before the appropriate court of law.

The Declarants herein further state and declare as follows:



17 DEC 2018





i) The said Premises is free from all encumbrances, charges, liens, lispendens, acquisitions, attachments of whatsoever nature.

ii) None except the said Bimal Kumar Pasari, Lalit Pasari, Abhay Pasari, Alok Pasari, Akshay Pasari and Shivam Pasari shall have any right, title or interest over and in respect of the said premises or any part or portion thereof upon the grant of probate of the Last Will and Testament of Ratanlal Pasari as aforesaid.

iii) All the Declarants are well aware of the aforesaid Development Agreement and the development process of the said Project to be known as ASPIRATIONS ALOFT presently being undertaken by the **ASPIRATIONS HOMES PRIVATE LIMITED** being the Promoter.

iv) There is no impediment legal or otherwise in transferring any part of constructed space by the Promoter in favour of any Allottee (s).

v) The said Aspirations Homes Private Limited being the Promoter has the necessary authority and/or power to transfer any part of constructed space in the said Project unto and in favour of any Allottee(s).

vi) The Declarants herein have not created any charge or encumbrances of any nature whatsoever in respect of and over the said premises or part thereof.

vii) The Obligors have not created any equitable mortgage or any other mortgage in respect of the said office space or any part thereof.

viii) There is no civil or criminal proceeding pending against the said premises or any part thereof.

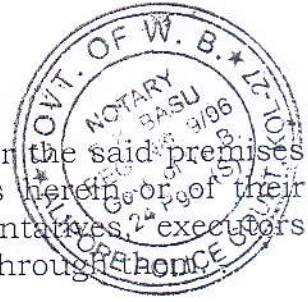
ix) The Declarants shall be held liable for any dispute which may arise in future with the promoter in any manner whatsoever regarding the probate of the said premises and the Declarants herein do and each of them dothe hereby indemnify and shall keep indemnified the Promoter its directors and employees from and against any loss, damage, costs, charges and expenses or proceedings which the Promoter may suffer or be put to or occasioned by reason of any misrepresentation, malpractice, misconduct, breach, default, in respect of and over the title of the said premises and the said probate proceeding to be initiated before the



17 DEC 2018



court of law having proper jurisdiction over the said premises or any act or omission of the Declarants herein or of their respective heirs, heiresses legal representatives, executors and assigns or any person claiming by or through them.



Q. That statements made in the above mentioned paragraphs are true to the best of our knowledge.

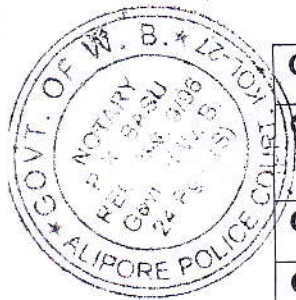
SCHEDULE

PART-I

(SAID PREMISES)

ALL THAT the partly two-storied and partly three-storied brick-built message 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 , Police Station -Shakespeare Sarani, within the jurisdiction of the Registrar of Assurances, Kolkata in the town of Kolkata and butted and bounded as follows :-

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



17 DEC 2018





(Part-II)

(HERITAGE BUILDING)

All That the partly two-storied and partly three-storied heritage building having a total gross 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.

Witnesses :

1. Rakesh
(RAKESH KR MISHRA)
5/10 B.L. SAHA ROAD
Kolkata - 700053
2. Raja Bose
(RAJA BOSE)
38, Shyam Sunder Pally,
3rd Lane. Kolkata - 700061

Signature
Mandee Kantasari
D - of her for

Signature
Anuraj Banerjee
"Anuraj Paragon"
Shivam Pasari

DECLARANTS



Signature Attested
on Identification

P. K. BASU, Notary
Alipore Police Court, Kol-27
Reg. No. 9/96, Govt. of W. B.

Identified by me
Signature
Advocate



18 7 DEC 2018