

P. 896

1803

(64)

(1)

11492500 - or
 Dec. 270770 - or
 0103 164875
 29-2-03 Commercial Branch
 N-S Road
 26-2-03



Handwritten mark, possibly '7' or '11'.

Handwritten notes and numbers:
 23
 22000

Handwritten calculations and notes:
 J(1) 50.00
 J(2) 42.00
 92.00 paid
 in office vide
 V.C. No. 72017
 22000
 DSR 8.2 m

STAMP AFFIXED BY
 2/2/03
 STAMP SUPERINTENDENT
 CALCUTTA COLLECTORATE

26.2.03

WB (Provision of the valuation of instruments) Rules 1996
 value assessed at Rs. 1149250
 stamp duty of Rs. 541,595 is payable.

THIS DEED OF ASSIGNMENT made this 7th day of February in the year two thousand, BETWEEN (1) Pankaj Kumar Mandal, son of Tapendra Krishna Mandal, deceased, by occupation business; (2) Menoka Shaw, widow of Nemai Chand Shaw, deceased, by occupation housewife; (3) Jharna Saha, wife of Debabrata Saha, by occupation housewife; (4) Gita Rani Mandal, widow of Ramendra Krishna Mandal, deceased, by occupation housewife; (5) Rupen Mandal, son of Ramendra Krishna Mandal, deceased, by occupation business; (6) Chanda Saha, wife of Prasanta Kumar Saha, by occupation housewife; (7) Santa Mandal, wife of Bijan Kumar Mandal, by

Handwritten signature and date:
 26-2-03
 119 occupation

February 7th 2000 at the 8/347
By Rajendra Mandal.

Rajendra Mandal.

Office of the Advt. Dist. Sub-Registrar
8.2.2000

Rajendra Mandal.
as constituted attorney
for Gita Rani Mandal,
Ajay Pramanik,
Anirban Pramanik

Pankaj Kumar Mandal
for self and as constituted attorney
for Manoj Kumar Sharma and Ghansha Saha.

Aditya Pramanik for self
and as constituted attorney
for Rishi Mandal

Chande Saha
Santa Mandal.

All T.I. despatched with

ADSR



Rajendra Mandal
as Constituted Attorney
Ajay Pramanik
Anirban Pramanik
Pankaj Kr Mandal
of Tapendre Kusthine Mondal
of Mandal Bhawan Jharkhand
Kansabganj. PS Adwarpore
Hirda for self and as
Constituted attorney for Menaka
Shaw and Ghansha

Achit Pramanik
of Swarnakamal Pramanik
of Mandal Bhawan Adwarpore
Jharkhand PS Adwarpore Hirda
for self and as
Constituted Attorney

Rupen Mandal
for self and as
Constituted Attorney

Sarat Kumar Biswas
Advocate
Steph Court, Cal

Sarat Kumar Biswas
Advocate
Hirda

Office of the Advt. Dist. Sub-Registrar
8.2.2000

occupation housewife; (8) Aditi Pramanick, son of Swarna Kamal Pramanick, deceased, by occupation practicing Advocate; (9) Ajoy Pramanick, son of Aditi Pramanick, by occupation student; (10) Anirban Pramanick, son of Aditi Pramanick, by occupation student, all by religion Hindu and all of Mandal Bhaban, Nawabganj, Ichapur, Police Station Noapara, 24 Parganas (North), all hereinafter referred to as "the ASSIGNORS" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, executors, administrators, legal representatives, successor or successors and/or assigns) of the FIRST PART AND Prudential Estates Private Limited, a company incorporated under the provisions of Companies Act, 1956 having its registered office at 3A, Pollock Street, Calcutta - 700 001 hereinafter referred to as "the ASSIGNEE" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its nominee or nominees and successor or successors-in-office and/or interest and/or assigns) of the SECOND PART.

WHEREAS by a Deed of Conveyance dated 26th March, 1928 Jamindar Gadadhar Mandal, predecessor of the assignors, purchased a plot of bastu land measuring about 3 cottahs 8 chittaks lying situate at Mouza Chanak, P.S. Titagarh, P.O. Barrackpore, Dist. 24 Parganas (North) from (1) Habib Khan (2) Batulan Nesa Bibi and (3) Badiran Nesa Bibi and Registered at the office of the Sub-Registrar at Barrackpore in Book No. I, Volume No. 7, Pages 171 to 173 being no. 483 for the year 1928.

AND WHEREAS by another Deed of Conveyance dated 30th March, 1932
the

the said Jamindar Gadadhar Mandal purchased a plot of bastu land with structures thereon together with Kuti Bari, Out House, walls etc. measuring about 1 bigha 19 cottahs 3 chittaks lying situate at Mouza Chanak, P.S. Titagarh, P.O. Barrackpore, Dist 24 Parganas (North) from (1) Panchanan Bandopadhyay (2) Panchanan Chattapadhyay (3) Lakshmi Kanta Chattapadhyay (4) Ganesh Chandra Bandopadhyay (5) Panchanan Bandopadhyay (6) Shibdas Bandopadhyay (7) Lal Bandopadhyay guardian Shibrani Debi and (8) Shibrani Debi and Registered at the office of the Sub-Registrar at Barrackpore in Book No. I, Volume No. 7, Pages 158 to 164, being no. 360 for the year 1932.

AND WHEREAS the said Jamindar Gadadhar Mandal died intestate in the year 1940 leaving behind his surviving three sons viz, Harendra Krishna, Tapendra Krishna, Ramendra Krishna and one grand son Saroj Kumar as heirs.

AND WHEREAS by a Deed of Surrender of lease dated 10th September, 1948 (1) Harendra Krishna Mandal (2) Tapendra Krishna Mandal (3) Ramendra Krishna Mandal all sons of said Gadadhar Mandal and (4) Saroj Kumar Mandal son of Narendra Krishna Mandal, the predeceased son of said Gadadhar Mandal, acquired for valuable consideration a plot of bastu land measuring about 4 cottahs 4 chittaks (7 decimal) with structure thereon lying situate at Mouza Chanak, P.S. Titagarh, P.O. Barrackpore, Dist. 24 Parganas (North) from one Hassan Banu Bibi and Registered at the office of the Sub-Registrar at Barrackpore in Book No. I, Volume No. 24, Pages 286 to 288, being no. 1655 for the year 1948 and these purchasers purchased another small plot of bastu land with two rooms made of temporary structure thereon lying situate at Mouza Chanak,

Chanak, Police Station Titagarh, P.O. Barrackpore, Dist 24 Parganas (North) from the said Hassan Banu Bibi by a Deed of Conveyance dated 10th September, 1948 and Registered at the office of the Sub-Registrar at Barrackpore in the Book No. I, Volume No. 24, Pages 283 to 285, being no. 1654 for the year 1948 and said purchasers also purchased for valuable consideration from Sk. Mohammed Hossain two small contiguous plots of bastu land of which one such plot measuring about 3 cottahs 10 chittaks contained six rooms made of temporary structure and the other plot of land contained seven rooms made of temporary structure thereon by a Deed of Conveyance dated 16th August, 1951 and both the plots are lying situate at Mouza Chanak, P.S. Titagarh, P.O. Barrackpore, Dist. 24 Parganas (North) and Registered at the office of the Sub-Registrar at Barrackpore in the Book No. I, Volume No. 50, Pages 180 to 184, being no. 4118 for the year 1951.

AND WHEREAS the said Jamindar Gadadhar Mandal during his life time and after his demise his three sons and one grandson named hereinabove jointly acquired several plots of adjacent and/or contiguous bastu land of which some by way of purchase and some by way of inheritance total measuring about 2 (two) bighas 15 (fifteen) cottahs 14 (fourteen) chittaks 42 (forty two) sq. ft. be the same a little more or less and the said property became a Hindu Undivided Estate and was ultimately recorded in the Barrackpore Municipality as divided and demarcated portions of premises no. 2, S.N.Banerjee Road comprising of residential flats, shop rooms and a two storied building more particularly described in the Municipal Assessment

record

record, premises no. 3, S.N.Banerjee Road comprising of 1(one) bigha 7(seven) cottahs 10(ten) chittaks 15(fifteen) sq. ft. and premises no. 4, S.N. Banerjee Road comprising of 1(one) bigha 8(eight) cottahs 4(four) chittaks 27(twenty seven) sq. ft. and owned by a Hindu Undivided Family business popularly known as Mandal Brothers and all these properties were subsequently renumbered and now known as no. 4, S.N.Banerjee Road, no. 5, S.N.Banerjee Road and no.6, S.N. Banerjee Road respectively and all were and are still recorded in the name of said Mandal Brothers.

AND WHEREAS the said Harendra Krishna died intestate in the year 1955 leaving behind his surviving two sons viz. Asit Kumar Mandal and Nishit Kumar Mandal as heirs.

AND WHEREAS the said Ramendra Krishna died intestate in the year 1974 leaving behind his surviving wife Gita Rani Mandal, two sons viz. Rupen Mandal, Rajendra Mandal and three daughters Champa Pramanick, Chanda Saha and Santa Mandal as heirs.

AND WHEREAS the said Champa Pramanick died intestate in the year 1977 leaving behind her husband Aditi Pramanick and two sons Ajoy Pramanick and Anirban Pramanick as heirs.

AND WHEREAS the said Tapendra Krishna died intestate in the year 1985 leaving behind his surviving son Pankaj Kumar Mandal and two daughters

Menoka

Menoka Shaw and Jharna Saha as heirs.

AND WHEREAS the said Saroj Kumar died intestate in the year 1997 leaving behind his surviving wife Gouri Mandal, four daughters viz. Bandana Shaw, Rita Mandal, Kabita Shaw, Kaberi Biswas and only son Sujit Kumar Mandal as heirs

AND WHEREAS all the said premises being no. 4, S.N.Banerjee Road, no. 5, S.N.Banerjee Road and no. 6, S.N. Banerjee Road at Barrackpore are the undivided property jointly owned by way of inheritance by the following persons to the extent of the respective share mentioned within bracket against their respective names below :

Gouri Mandal (1/24th part);	Sujit Kumar Mandal (1/24th part);
Bandana Shaw (1/24th part);	Rita Mandal (1/24th part);
Kabita Shaw (1/24th part);	Kaberi Biswas (1/24th part);
Asit Kumar Mandal (1/8th part);	Nishit Kumar Mandal (1/8th part);
Pankaj Kumar Mandal (1/12th part);	Menoka Shaw (1/12th part);
Jharna Saha (1/12th part);	Gita Rani Mandal (1/24th part);
Rupen Mandal (1/24th part);	Chanda Saha (1/24th part);
Santa Mandal (1/24th part);	Rajendra Mandal (1/24th part);
Aditi Pramanick (1/72th part);	Ajoy Pramanick (1/72th part);
Anirban Pramanick (1/72th part).	

AND

AND WHEREAS the co-owners are presently residing at different places for the interest of their livelihood and as such are not in a position to manage several litigation pending at different courts and/or protect and/or negotiate for sale of the property and/or develop the same and as such all the co-owners have decided and agreed to assign the said properties to the assignee enabling the assignee company to manage and/or develop and/or do all such things for the betterment of the properties as thought fit and proper.

AND WHEREAS the assignors jointly and absolutely own and are seized and possessed of and or otherwise well and sufficiently entitled to 1 1/24th undivided parts of ALL THAT piece or parcel of bastu land measuring about 1 (one) bigha 8 (eight) cottahs 4(four) chittaks 27 (twenty seven) sq. ft. be the same a little more or less comprising of R.S.Dag No. 140, 141 and portion of 142 corresponding to C.S.Dag No. 89 and 82 in Mouza Chanak together with a three storied brick built building comprising of a cinema hall auditorium, residential flats, shop rooms and other structures previously known as premises No.4& part of No. 2, S.N. Banerjee Road subsequently renumbered and now known as No.6 & part of No. 4, S.N.Banerjee Road lying situate within the limits of Barrackpore Municipality under the Police Station at Titagarh in the District of 24 Parganas (North) more particularly described in the Schedule hereunder written (hereinafter referred to as the said premises).

AND WHEREAS the assignee carrying on business of acquiring,
constructing

constructing, developing, managing, maintaining land and/or building and hereditaments of any tenure or description and any real estate interest therein and/or any other business from time to time conducted from 3A, Pollock Street, Calcutta - 700 001 amongst other places within West Bengal under the name and style of Prudential Estates Private Limited.

AND WHEREAS the assignors jointly agree to assign unto the assignee ALL THAT undivided 11/24th share in the said messuages, tenements, hereditaments, three storied brick built building compising of a cinema hall auditorium, residential flats, shop rooms and other structures with boundary walls together with the piece or parcel of land situate at No.6 & part of No. 4, S.N.Banerjee Road, within Barrackpore Municipality, Police Station - Titagarh, in the District of 24 Parganas (North) admeasuring about 1 (one) bigha 8 (eight) cottahs 4(four) chittaks 27 (twenty seven) sq. ft. be the same a little more or less alongwith pending litigation and the assignee in lieu thereof agrees to allot 66,000 (sixty six thousand) ordinary shares of Rs. 10/- each fully paid up of the assignee company in favour of the assignors.

AND WHEREAS it is agreed between the parties that the assignors will assign unto the assignee undivided 11/24th share in the said premises with all structures thereon simultaneously with the delivery to the assignors of the share certificates in respect of the said 66,000 (sixty six thousand) ordinary shares of the assignee company as shown in the Memo of Consideration hereunder written to be issued in the individual name of the assignors in proportion to their respective share of ownership in the said premises with right to transfer the same to any person in accordance to the Companies Act.

NOW

NOW THIS INDENTURE WITNESSES

That in pursuance of the said agreement and in consideration of the said 66,000 (sixty six thousand) equity shares of Rs. 10/- each fully paid up well and truly issued by the assignee in favour of the assignors on or before the execution of these presents the receipt whereof the assignors do and each of them doth hereby as well as by the consideration hereunder written admit and acknowledge and of and from the same and every part thereof do and each of them doth hereby bequeath release and forever discharge and deliver up possession to the assignee the 11/24th undivided share in the said premises hereby assigned and the assignor do and each of them doth hereby to the extent of their respective shares in the said land together with all structures thereon absolutely and indefeasibly grant convey assign and assure unto the assignee company ALL THAT undivided 11/24th share in the said measauges, tenements, hereditaments, buildings and structures with all boundary walls together with the piece or parcel of land lying situate at No. 6 & part of No. 4, S.N.Banerjee Road within the limits of Barrackpore Municipality under the Police Station at Titagarh in the District of 24 Parganas (North) measuring about 1 (one) bigha 8(eight) cottahs 4 (four) chittaks 27 (twenty seven) sq. ft. be the same a little more or less comprising of R.S.Dag No. 140, 141 and portion of 142 corresponding to C.S.Dag No. 89 and 82 in Mouza Chanak delineated in the map or plan annexed hereto and therein shown within border red and morefully and particularly described in the Schedule hereunder written and hereafter for the sake of brevity referred to as "the said premises" OR HOWSOEVER OTHERWISE the said plot of land or any part thereto now is or and or at any time or times heretofore was or were situate butted and bounded and known
numbered

numbered described or distinguished TOGETHER WITH all rights into upon over and under the private roads ways and/or common passage running by then side of the said plot of land TOGETHER WITH all pits, areas, yards, court yards, trees, fences, ditches, tanks, khals, waters, water courses, drains, ways, paths and passages and all manner of former and other rights liberties advantages easements privileges emoluments appendages and appurtenances whatsoever to the said premises or any part thereof belonging or in anywise appertaining or which with the same or any part thereof now are or is at any time or times heretofore were or was held used occupied or enjoyed or resorted to belong or be appurtenant thereto And the reversion or reversions remainder or remainders and the rest issues and profits thereof and every part thereof And all the legal incidents thereof AND all the estate right title interest use possession property claim and demand whatsoever both at law and in equity of the assignors and their predecessors in title into and upon the said plot of land and/or premises or any part thereof TO HAVE AND TO HOLD the said premises and all and singular other the premises hereby granted assigned conveyed and transferred or expressed or intended so to be and every part thereof TOGETHER WITH all its rights incumbents and appurtenances unto and to the use of the assignee absolutely and for ever free from all encumbrances and liabilities whatsoever subject to the pending litigation, at the date of this deed.

TO HAVE HOLD RECEIVE AND TAKE the same together with the assets thereof unto the assignee for their sole use and benefit absolutely And the assignors do and each of them doth hereby covenant with the assignee that
notwithstanding

notwithstanding any act deed matter or thing done or executed or knowingly suffered to the contrary by the assignors and their predecessors in title; the assignors are absolutely seized and possessed of or otherwise well and sufficiently entitled as is an absolute owner of inheritance in fee simple in possession to the said premises and every part thereof And that notwithstanding as aforesaid the assignors now have in themselves good right full power absolute authority and indefeasible title to grant sell convey transfer assign and assure ALL And SINGULAR the said premises hereby granted assigned conveyed and transferred or expressed or intended so to do unto the use and benefit of the assignee in manner aforesaid according to the true intent and meaning of these presents And further that the assignee shall and will and may from time to time and at all times hereafter peaceably and quietly enter into hold possess and enjoy the said premises hereby granted assigned and conveyed and receive and take the rents issues and profits thereof and every part thereof without any lawful let suit trouble hindrance eviction interruption disturbance claim and demand whatsoever And further that free and clear and freely and clearly and absolutely acquitted exonerated discharged and released or otherwise by any at the cost and expenses of the assignors well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner and other estates mortgages charges claims demands lien lispendens debts attachments execution liabilities and encumbrances whatsoever And that the assignors and All persons having or claiming any estate right title interest in the property claim and demand whatsoever both at law and in equity in to or upon the said plot of land hereby granted conveyed transferred assigned and assured or
expressed

expressed or intended so to be or any part thereof from through under or entrust for the assignors or any other person or persons as aforesaid shall and will from time to time and at all times hereafter at the request and cost of the assignee do and execute or cause to be done and executed all such acts deeds matters and things for further better and more effectually or satisfactorily granting transferring or assuring the said plot of land and every part or parcel thereof unto and to the use of the assignee as shall or may be reasonably required.

AND THIS INDENTURE also witnesses that the said assignors do hereby irrevocably nominate, appoint and constitute the said assignee as their attorney for them and in their name to do, execute and perform all acts, deeds and things as shall be necessary or requisite in the matter of mutation in the Municipal records of Barrackpore Municipality and in the matter of court case or proceeding which in the opinion of the attorney ought to be done, executed and performed in relation to the said property and for that purpose to represent them before all appropriate authority and all courts of law and to sue for, recover, realise and to give good valid discharges for all money due and payable to them on account of or in connection with the said land and structure thereon hereby assigned and appropriate the same for their use and purpose.

IT IS FURTHER AGREED that the names of assignors thereto shall unless inconsistent with the context, include as well the heirs administrator or assigns of the respective parties in the parties themselves.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT undivided 11/24th share in the said messuages, tenements, hereditaments in a three storied building comprising of a cinema hall auditorium, residential flats, shop rooms and other structures with all boundary walls together with the piece or parcel of bastu land measuring about 1(one) bigha 8(eight) cottahs 4 (four) chittaks 27 (twenty seven) sq. ft. be the same a little more or less lying situate at No.6 & part of No. 4, S.N. Banerjee Road within the limits of Barrackpore Municipality under the Police Station at Titagarh in the District of 24 Parganas (North) comprising of R.S. Dag No. 140, 141 and portion of 142 corresponding to C.S. Dag No. 89 and 82 in Mouza Chanak, Khatian no. 242, 508, 621, J.L. no. 4, Touzi no. 2998, Revenue Survey no. 39 butted and bounded by :

- On the North : Mamood Khan's hut and property occupied by Dud Nath Shaw and house of Ghataks ;
- On the South : S. N. Banerjee Road ;
- On the East : Land & Building of Md. Idris, Md. Yusuf, Heera Paswan, Banwary Paswan and house of Ghataks ;
- On the West : Assignors' property being no.4 & 5, S.N.Banerjee Road (Previously Petrol Pump) ;

OR HOWSOEVER OTHERWISE the same is butted bounded called known numbered described and/or distinguished and delineated in the map or plan annexed hereto and thereon bordered "red".

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

Pankaj Kumar Mandal

For self & as Constituted attorney
for Menaka Elaw
& others etc.

For self and as Constituted attorney
for Nauka Saha
& Ghama Saha.

SIGNED SEALED AND DELIVERED AT

Barrackpore in the presence of :

- with presence :-
1. Sanat Kumar Biswas
Advocate
6, 50 Post office St (3rd Floor)
Cal-700001
 2. Swapam Kumar Roy
Advocate
Jubilee Lodge Maricuttale,
Po. Ichhapur-Namlegunj,
24 Pgs (N)
 3. Tusharkanti Ghosh
s/o late (Sr.) Durgadas
Ghosh
104, Orderly Bazar Road
Barrackpore, 24-Pgs (N)

Rajendra Mandal
as constituted attorney for
Gita Rani Mandal, Ajay Prasad
and Anilban Pramanick

Aditya Pramanick
For self and as Constituted
Attorney for Rupan Mandal
Chanda Saha
Santa Mandal.

Received of and from the within named assignee the within mentioned Thirteen Share Certificates covering 66,000 (sixty six thousand) ordinary shares of Rs. 10/- (Rupees ten)

ten) each fully paid up being the total consideration paid by the assignee to us the assignors herein under these presents as per memo below.

MEMO OF CONSIDERATION

Name	Share Certificate No.	Distinctive No. of Shares	No. of Shares	Face Value of each Share Rs.	Total Value Rs.
Pankaj Kumar Mandal	016	066003-072002	6,000	10/-	1,20,000/-
	017	072003-078002	6,000	10/-	
			12,000		
Menoka Shaw	018	078003-084002	6,000	10/-	1,20,000/-
	019	084003-090002	6,000	10/-	
			12,000		
Jharna Shah	020	090003-096002	6,000	10/-	1,20,000/-
	021	096003-102002	6,000	10/-	
			12,000		
Gita Rani Mandal	022	102003-108002	6,000	10/-	60,000/-
Rupen Mandal	023	108003-114002	6,000	10/-	60,000/-
Chanda Saha	024	114003-120002	6,000	10/-	60,000/-
Santa Mandal	025	120003-126002	6,000	10/-	60,000/-
Aditi Pramanick	026	126003-128002	2,000	10/-	20,000/-
Ajoy Pramanick	027	128003-130002	2,000	10/-	20,000/-
Anirban Pramanick	028	130003-132002	2,000	10/-	20,000/-
			66,000		6,60,000/-

Pankaj Kumar Mandal
for self and as constituted
attorney for Menoka Shaw
& Jharna Saha

Rajendra Mandal
as constituted attorney
for Gita Rani Mandal,
Ajoy Pramanick &
Anirban Pramanick

Santa Mandal.

Witness:-

- Sanat Kumar Dasgupta
A. Roale
- Swarup Kumar Roy
A. Roale

Aditi Pramanick
For self and as Constituted
Attorney for Rajendra Mandal
Chanda Saha



~~Dist. Sub-Registrar~~
8-2-20



০০৪ ডি.সি. ১
'০১ নং ৪৯
ফর্ম নং ১
তারিখ ১৫/৩/০৩
২২

~~Dist. Sub-Registrar~~
3.3.03