

2109

for inspection u/r 3(7) 17808

(64)
(3)



6200 ✓
7/3 12:00
NA 1:00-3

STAMP AFFIXED BY

1/3/2001

Superintendent,
Collectorate
at the consideration Money realized
assessed by the Registering officer
of the Market V. 9
Debitamp duty ver 50 of the
Appt. O.O. No. 160 dated 11.12.00

60/00
P. 45/21



2298450-00
2703-102877
24-2-03
SBI Commercial
Branch
26-2-03
26-2-03

100 50.00
100 51.00
101.00 Paid
vide v.c. No 110
dt 7.3.2001
A.D. 7.3.01

26-2-03

11984.50
26-2-03
1195

U/R 3(5) of the WB (Prevention of the valuation of instruments) Rules 1980 value assessed at Rs. 22,98,450/- stamp duty of Rs. 1,08,835/- is payable.

THIS DEED OF ASSIGNMENT made this 2nd day of March in the year two thousand one, BETWEEN (1) Gouri Mandal, wife of Saroj Kumar Mandal, deceased, by occupation housewife, residing at Mandal Bhaban, Nawabganj, Ichapur, Police Station Noapara, 24 Parganas (North); (2) Sujit Kumar Mandal, son of Saroj Kumar Mandal, deceased, by occupation business, residing at Mandal Bhaban, Nawabganj, Ichapur, Police

Station

7-25 pm.
March 2001
at his private residence
Sujit K. Mandal



Sujit Kumar Mandal

Dist. Sub-Registrar
Kanchikuru 24 Feb 01

15 MAR 2001

Sujit K. Mandal

Sujit K. Mandal

S. S. Raj K. Mandal

Gowri Mandal

W. S. Raj K. Mandal

of Mandal Phatkan

Kawabganj Ichapore P.S.

District of Prayagraj

Uttar Pradesh

Sujit Kumar Mandal
v.c.T-9-NO-361

Gowri Mandal.
v.c.T-9-NO-362

Kallal Ray
Adv.

Kallal Ray
Adv.

Dist. Sub-Registrar
Kanchikuru 24 Feb 01
15 MAR 2001

Station Noapara, 24 Parganas (North) ; all by religion Hindu and 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, 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, Police Station Hare 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 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 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 Chattopadhyay (3) Lakshmi Kanta Chattopadhyay (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.

No.1, Volume No. 7, Pages 158 to 164, being no.360 for the year 1932.

AND WHEREAS by another Deed of Conveyance dated 21 st April,1934 the said Jamindar Gadadhar Mandal purchased two plots of bastu land measuring about 10 decimals and 3.5 decimals respectively lying situate at Mouza Chanak, P.S Titagarh, P.O. Barrackpore, Dist. 24 Parganas(North) from (1) Mamood Khan (2) Naseeb Khan (3) Masood Khan guardian Najiran Nesa Bibi (4) Kanija Fatema Bibi guardian Najiran Nesa Bibi (5) Mamuda Bibi guardian Najiran Nesa Bibi (6) Ajgari Bibi guardian Najiran Nesa Bibi (7) Najiran Nesa Bibi (8) Batulan Nesa Bibi (9) Badiran Nesa Bibi and Registered at the office of the Sub – Registrar at Barrackpore in Book No1, Volume No 11, Pages 177 to181, being no 708 for the year 1934.

AND WHWREAS 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 4chittaks (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. 1, Volume No. 24, Pages 286 to 288, being no. 1655 for the year 1948 and these purchasers purchased another small plot of

bastu

bastu land with two rooms made of temporary structure thereon lying situate at Mouza 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. 1, 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.1, Volume No. 50, Pages 180 to 184, being no.4118 for the year 1951.

AND WHEREAS the said Jamindar Gadadhar Mandal during his lifetime 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, 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

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 Nishith 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 inestate 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 Shaw and Jharna Saha as heirs.

AND WHEREAS the said Saroj Kumar died intestate in the year 1997 leaving behind his surviving wife Gouri Mondal, 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

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);	Nishith 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 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 project 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 1/12th 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

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, 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 1/12th share in the said messuages, tenements, hereditaments, three storied brick built building comprising 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 12,000 (twelve 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 1/12th share in the said premises

premises with all structures thereon simultaneously with the delivery to the ASSIGNORS of the share certificates in respect of the said 12,000 (twelve 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 THIS INDENTURE WITNESSES

That in pursuance of the said agreement and in consideration of the said 12,000 (twelve 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 1/12th undivided share in the said premises hereby assigned and the ASSIGNORS 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 1/12th 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 (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

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 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 any wise 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 restored 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 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 any act deed matter or thing done or executed

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 posses 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 lispensens 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 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

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 manner of mutation in the municipal records of Barrackpore Municipality and in the matter of court case or proceedings 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 in the parties themselves with the context , include as well the heirs administrator or assigns of the respective parties .

THE SCHEDULE ABOVE REFERRED TO

ALL THAT undivided 1/12th 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 subscribe their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED AT

Barrackpore in the presence of:

Gouri Mandal.

① Diptendu Chatterbarthy
25 Talbagan Road. P.O. N.C.P
B.K.P. 24 Pgs (N) PIN-743102

2) Sushanta Ghosh
104, Orderly Bazar Road
Barrackpore, 24-Pgs (N)

Srijita Kumar Mandal

3) Swapan Kumar Roy
Advocate
Munichhala Ichhapur m.p.p.

drafted by

Advocate

Received

Received of and from the within named assignee the within mentioned Two Share Certificates covering 12,000 (twelve thousand) ordinary shares of Rs.10/-(Rupees 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	Share Series No	Distinctive No. Of Shares	No. of Shares	Face Value of Each Share Rs.	Total Value Rs.
Gouri Mandal	043	A	216003-222002	6,000	10/-	60,000/-
Sujit Kumar Mandal	044	A	222003-228002	6,000	10/-	60,000/-
Total				12,000		120,000/-

Witness:

Swapn Kumar Roy
Advocate
Manikanta Ichhapur 24/100 (N)
Lushkarpati Ghosh
104, Orderly Bazar Road
Barrackpore, 24-Pgs (N)

Gouri Mandal.

Sujit Kumar Mandal



ADDL. DIST. SUB-REGISTRAR
BANGALORE 54 Bm (18)

15 MAR 2001



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Vol. No. 99
Page No. 118
Being No. 1808
For the year 2000
2000

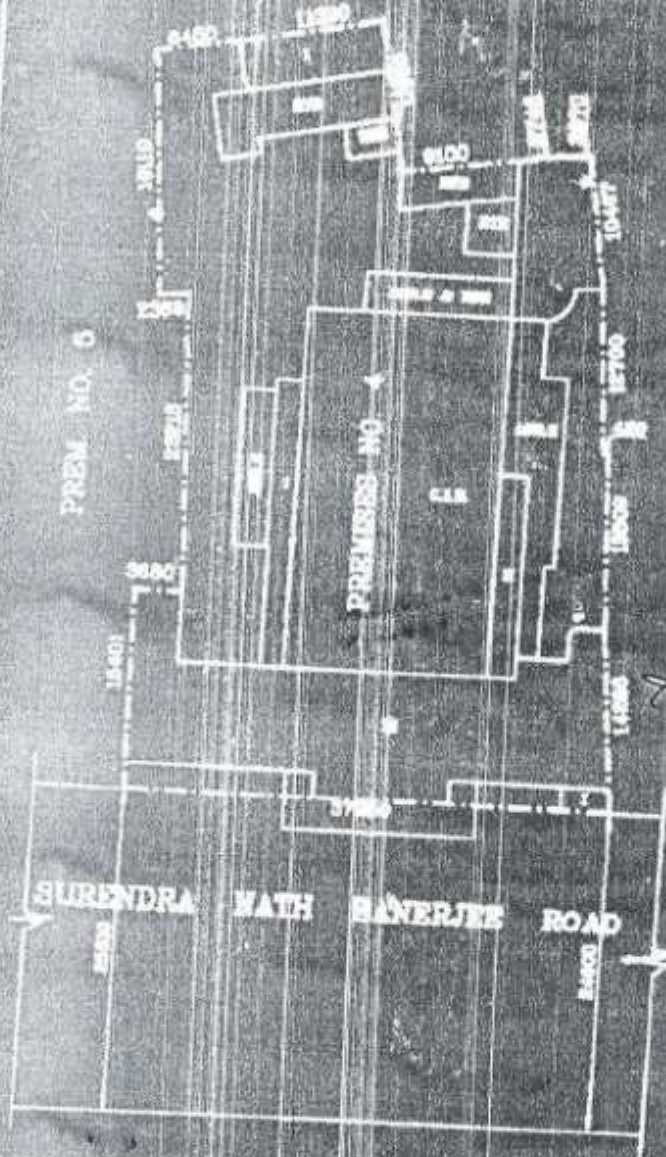
ADDL. DIST. SUB-REGISTRAR
BANGALORE 54 Bm (18)
31.3.03

**SITE PLAN OF PREMISES NO. 6 & PART OF NO. 4 SURENDRA
NATH BANERJEE ROAD, BARRACKPUR, COMPRISING OF
R.S. DAG NO. 140, 141 & PORTION OF R.S. DAG NO. 142
MOUZA - CHANAK NO. 4 SHEET NO. 1/1, R.S. NO. 31, P.S.
TITAGARH, DIST. 24 PARGS. NORTH MUNICIPALITY,
BARRACKPUR.**

1) AREA OF PREM. NO. 4
1 R. 8 CK. 4 CE. 39 SQ.
(0.467 ACRES)



SCALE = 1" = 50'



Gowri Mandab.

Sripr Kumar Mandab.



ಶ್ರೀ. ಪ್ರಶ. ಸುಬ್ಬರಾವ್
ಅಧಿಕಾರಿ - ೧೨ನೇ ಘಟಕ

15 MAR 2001

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Please Refered

Doc. No. ~~149~~
Vol. No. ~~149~~
Page No. ~~149~~
Being No. ~~149~~
for the year ~~2001~~
2003

ಶ್ರೀ. ಪ್ರಶ. ಸುಬ್ಬರಾವ್
ಅಧಿಕಾರಿ - ೧೨ನೇ ಘಟಕ
31.3.03.

DATED THE 7 DAY OF MARCH 2001

DEED OF ASSIGNMENT

BETWEEN

GOURI MANDAL & OTHERS

AND

PRUDENTIAL ESTATES (P) LTD.

KALLOL ROY

Advocate,

6, Talbagan Road

Nona-Chandanpukur

Barrackpore, 24Parganas(North)