

P-6683

6(4) 5

I 1812

2000Rs



available under section 21 of the act
 (1) of W. B. L. R. Act, 1951, and
 Chapter under the Stamp Act,
 1899 and Schedule
 A, Rs. 2000
 Paid Rs. 649.50

As per G.O. No. 3162 dated 11.12.02
 Defile stamp duty ver. 50% of the
 amount of the Market value
 assessed by the Registering officer
 & the consideration Money realised

3000
 60000
 50.00
 14.00
 64.00 paid
 matter vide V.C. NO 437
 dt 13-8-01
 AD

Stamp
 26-2-03

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT made this the 20th day of August 2001
 Thousand One (2001).

1149225-00
 27190-00
 8707
 24-2-03

BETWEEN

SMT. RITA MANDAL, wife of Paresh Chandra Mandal, residing at 46/11, S. N. Banerjee Road, Calcutta 700 014, West Bengal, hereinafter referred to as "the ASSIGNOR" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include her respective heirs, executors, successors, administrators, legal representatives and assigns and/or nominees) of the

FIRST PART.

U/R 3(B) of the WB (Prevention of undue valuation of instruments) Rules, 1951, the stamp duty payable at Rs. 11,48,225/- and the stamp duty of Rs. 54,370/- is payable.

Cont. ... P/ 2

Stamp
 26-2-03

1574/14/8/2001

1574 - 2000.00
 1575 - 1000.00
 1576 - 100.00
 Total Rs = 3100.00

1574 - 2000.00
 1575 - 1000.00
 1576 - 100.00
 Total Rs = 3100.00



8-45 PM

Map No. of the 20th day of Aug 2001

Plot No. 14/8/2001

Address: Reta Mandal, West Bengal

Rita Mandal

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Rita Mandal

V.C.T.S. No-915

Rita Mandal

W/O Parash Ch Mandal

of Charak P. Suburb

Hindu & wife

Swapan Kumar Roy

Advocate

Swapan Kumar Roy

Adv.

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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 shall unless excluded by or repugnant to the context be deemed to 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 ASSIGNOR, 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. 1, Volume No. 7, Pages 171 to 173, Being no. 483 for the year 1928.

1575 14/8/2001
 Smt Reta Mandal
 46/115, N. Banerjee Road
 Kolkata - 700014
 2000
 6/6/2003
 8000



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100Rs.



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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. S. 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. 1, Volume No. 7, Pages 158 to 164, Being No. 360 for the year 1932.

AND WHEREAS by another Deed of Conveyance dated 21st April 1934, the said Jamindar Gadadhar Mandal purchased tow plots of bastu land measuring about 10 decimals and 3.5 decimals respectively lying situate at Mouza Chanak, P. S. Titagarh, P. O. Barrackpore, District 24 Parganas (North) from 1) Mamood Khan, 2) Naseeb Khan, 3) Masood Khan guardian Najiran

Cont. ...P/ 4

14/8/2001

1576

Post Reta Mandal

46/11 S. M. Banerjee Road

Katikala - 700014

Post Office

Post Office

Post Office

Post Office

Post Office



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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 and 9) Badiran Nesa Bibi and Registered at the office of the Sub - Registrar at Barrackpore in Book No. 1, Volume No. 11, Pages 177 to 181, Being No. 708 for the year 1934.

AND WHEREAS the said Jamindar Gadadhar Mandal died intestate in the year 1940 leaving behind his surviving three sons viz. Harendra Krishan, 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 and 3) Ramendra Krishan Mandal all sons of said Gadadhar Mandal and 4) Saroj Kumar Mandal son of Narendra Krishan 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. 1, 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, P. S. 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 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 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 Krishan 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 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 Krishan died intestate in the year 1985 leaving behind his surviving son Pankaj Kumar Mondal 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 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 (1/24 th Part);	Sujit Kumar Mandal (1/24 th part);
Bandana Shaw (1/24 th Part) :	Rita Mandal (1/24 th part);
Kabita Shaw (1/24 th part);	Kaberi Biswas (1/24 th part) ;
Asit KumarMandal (1/8 th part);	Nishith Kumar Mandal (1/8 th part);
Pankaj Kumar Mandal (1/12 th part);	Menoka Shaw (1/12 th part);
Jharna Saha (1/12 th part);	Gita Rani Mandal (1/24 th part);
Rupen Mandal (1/24 th part);	Chanda Saha (1/24 th part);
Santa Mandal (1/24 th part);	Rajendra Mandal (1/24 th part);
Aditi Pramanick (1/72 th part);	Ajoy Pramanick (1/72 th part);
Anirban Pramanick (1/72 th 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 court 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 ASSIGNOR jointly and absolutely own and is seized and possessed of and/or otherwise well and sufficiently entitled to 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 & 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, 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 ASSIGNOR agree to assign unto the ASSIGNEE ALL THAT undivided 1/24th share in the said messuage, tenements, hereditament, a 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 along with pending litigation and the ASSIGNEE in lieu thereof agrees to allot 6,000 (six thousand) ordinary shares of Rs. 10/- each fully paid up of the ASSIGNEE company in favour of the ASSIGNOR.

AND WHEREAS it is agreed between the parties that the ASSIGNOR will assign unto the ASSIGNEE undivided 1/24th share in the said premises with all structures thereon simultaneously with the delivery to the ASSIGNOR of the share certificates in respect of the said 6,000 (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 ASSIGNOR 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 6,000 (six thousand) equity shares of Rs. 10/- each fully paid up well and truly issued by the ASSIGNEE in favour of the ASSIGNOR on or before the execution of these presents the receipt whereof the ASSIGNOR do hereby as well as by the consideration hereunder written admit and acknowledge and of and from the same and every part thereof do hereby bequeath release and forever discharge and deliver up possession to the ASSIGNEE the 1/24th undivided share in the said premises hereby assigned and the ASSIGNOR do hereby to the extent of her 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 1/24th share in the said messuages, 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 & 82 in Mouza Chanak and morefully and particularly described in the Schedule hereunder written and hereafter for the sake or 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 to 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 all the estate right title interest use possession property claim and demand whatsoever both at law and in equity of the ASSIGNOR and her 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 ASSIGNOR do hereby covenant with the ASSIGNEE that notwithstanding any act deed matter or thing done or

executed or knowingly suffered to the contrary by the ASSIGNOR and her predecessors in title, the ASSIGNOR is absolutely seized and possessed 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 ASSIGNOR now have in herself 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 ASSIGNOR 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 ASSIGNOR 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 ASSIGNOR 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 ASSIGNOR do hereby irrevocably nominate, appoint and constitute the said ASSIGNEE as her attorney for her and in her 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 or 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 her before all appropriate authority and all courts of law and to sue for, recover realize 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 name of ASSIGNOR 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 1/24th share in the said messuages, hereditaments and tenements in a 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 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 and 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 the C. S. Dag No. 89 & 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 : Assignor's property being No. 4 & 5, S. N. Banerjee Road
(Previously Petrol Pump).

IN WITNESS WHEREOF the party hereto have hereunto set and subscribe her signature on the day month and year first above written.

Rishi Mandal

SIGNED AND DELIVERED at

Barrackpore in the presence of:

Pareesh Mandal (Pareesh Mandal)
46/11, S.N. Banerjee Rd. Cal 14

Sujit Mandal
Sujit Mandal
Mawalgonj, Behapore
24 105 (N)

Drafted and prepared by:

Swapan Kumar Roy
Advocate.

Received of and from the within mentioned Assignee the within mentioned One Share Certificate covering 6,000 (six thousand) ordinary shares of Rs. 10/- each fully paid up being the total consideration paid by the Assignee to me the Assignor 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.
Rita Mandal	043 050	A	246003-252002 258003-264002	6,000	10/-	6,000/-

Rita Mandal Rita Mandal Rita Mandal

Inkhande (Punech Mandal)
46/11, S. N. Banerjee Rd, Cal 14

Mandal

Sujit Mandal
Nawalgongj, Ichapore
24 PGs (H)

Rita Mandal



20 AUG 2001

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Page No. 179
Being No. 1842
For the year 2003.

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31.3.03