



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AG 975323


MEMORANDUM OF FAMILY SETTLEMENT

This Memorandum of Family Settlement ("Memorandum") is made on this 18<sup>th</sup> day of March 2022

**AMONG**

- (1) Ashok Kumar Mantri son of Late Hari Prasad Mantri, aged about 73 years, residing at the 2<sup>nd</sup> Floor of Premises No. 6/3, Queens Park, Kolkata – 700 019, hereinafter referred to as "AKM" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and permitted assigns) of the **FIRST PART**;

  
S.D.M.  
S.T.

  
MS  
S.S.

নবজুটিসিগাল স্টাম্প মূল্য ২০০'০০ টাকা

ক্রমিক নং ৪৪৬ তারিখ

নাম Shri Devenendra Kumar Mantri & ors

ঠিকানা 3C, Donalds Road.

স্বাক্ষর Manna Sanyal Kolkata-700027

স্টাম্প জেতার - শ্রী অরুণ কুমার

মোকাব- এ.ডি.এস.আর কার্টেজ, নং ২৪ গরদগা

15 MAR 2022

AND

- (2) **Shrikant Mantri** son of Late Govind Prasad Mantri, aged about 69 years, residing at Govind Niket, 3A Ronaldshay Road, Kolkata 700 027 hereinafter referred to as "**SKM**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and permitted assigns) of the **SECOND PART**;


AND


- (3) **Devendra Kumar Mantri** son of Late Govind Prasad Mantri, aged about 66 years, residing at Govind Dhaam, 3C Ronaldshay Road, Kolkata 700 027, hereinafter referred to as "**DKM**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and permitted assigns) of the **THIRD PART**;

AND

- (4) **Savitri Devi Mantri**, wife of Late Hari Prasad Mantri, aged about 90 years, residing at 6/3, Queens Park, Kolkata – 700 019 hereinafter referred to as "**SDM**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, administrators, legal representatives and permitted assigns) of the **FOURTH PART**;

AND

  
S.D.M.  
S.M.

  
MS  
S.S.



- (5) **Sreelekha Mohta**, wife of Shri Vijoy Mohta and daughter of Late Hari Prasad Mantri, aged about 71 years, residing at 5 Ballygunge Park Road, Kensington Apartment, Flat 1B, Ballygunge, Kolkata 700019, hereinafter referred to as “SLM” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, administrators, legal representatives and permitted assigns) of the **FIFTH PART**;

AND

- (6) **Arun Kumar Mohata**, son of Late Shree Ratan Mohata, aged about 77 years, residing at 098, Kallisto Town Homes, Jaypee Wish Town, Sector – 128, Noida - 201304, hereinafter referred to as “ARM” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and permitted assigns) of the **SIXTH PART**;

AND

- (7) **Prakash Kumar Mohata**, son of Late Shree Ratan Mohata, aged about 73 years, residing at 7, Ronaldshay Road, Kolkata 700 027, hereinafter referred to as “PKM” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and permitted assigns) of the **SEVENTH PART**;

AND

- (8) **Manjushree Singhi**, wife of Shri Shanti Prasad Singhi, aged about 76 years, residing at 9A, Alipore Park Road, Bel Air, Flat No. 10A, Alipore, Kolkata –

S.D.M.

S.M.

MS  
S.S.

700027, hereinafter referred to as "**MJS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, administrators, legal representatives and permitted assigns) of the **EIGHTH PART**;

**AND**

- (9) **Sarla Devi Somani**, wife of Late Sampat Kumar Somani, aged about 91 years, residing at Olympus Apartment, Flat no 401, Altamount Road, Mumbai 400026, hereinafter referred to as "**SDS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, administrators, legal representatives and permitted assigns) of the **NINTH PART**.

The Party of the First Part to the Party of the Ninth Part are collectively referred to as the "**Parties**".

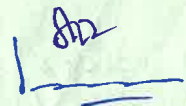
**WHEREAS:**

- A. Late Kamla Devi Mantri had four children, two sons, namely, Hari Prasad Mantri (since deceased) and Govind Prasad Mantri (since deceased) as well as two daughters, namely, Sushila Devi Mohata (since deceased) and Sarla Devi Somani (being the Party of the Ninth Part). Hari Prasad Mantri (since deceased) and his wife Savitri Devi Mantri (being the Party of the Fourth Part) had one son, namely, Ashok Kumar Mantri (being the Party of the First Part) and one daughter, namely, Sreelekha Mohta (being the Party of the Fifth Part). Govind Prasad Mantri (since deceased) had two sons, namely, Shrikant Mantri (being the Party of the Second Part) and Devendra Kumar Mantri (being the Party of the Third Part). Sushila Devi Mohata (since deceased) had two sons, namely,



S. D. M.

S. M.



MS

S. S.


Arun Kumar Mohata ((being the Party of the Sixth Part) and Prakash Kumar Mohata (being the Party of the Seventh Part) and one daughter, namely, Manjushree Singhi (being the Party of the Eighth Part). The family tree of Late Kamla Devi Mantri is annexed herewith and marked as **Schedule A**.

- B. During her lifetime Late Kamla Devi Mantri owned and possessed an immovable property situated at 6/3, Queens Park, Kolkata – 700 019 having land area admeasuring 22 Katha 6 Chatak, more or less, comprising thereon a main residential building having Ground Floor, First Floor and Second Floor and each floor therein having covered area of about 4000 square feet, together with two garages and four servant quarters thereon and surrounded by a garden and lawn as well as an open courtyard along with some ancillary structures (hereinafter referred to as the “**Said Premises**” more fully described in **Schedule B** herein).
- C. Late Kamla Devi Mantri, during her lifetime, executed a Will and Testament on 7 October 1980 at the age of about 78 years (“**1980 Will**”) and bequeathed, among others,  $\frac{2}{3}^{\text{rd}}$  of the undivided share in the **Said Premises** to her grandsons Shrikant Mantri (being the Party of the Second Part) along with Devendra Kumar Mantri (being the Party of the Third Part), and  $\frac{1}{3}^{\text{rd}}$  of the undivided share in the Said Premises to her grandson Ashok Kumar Mantri (being the Party of the First Part). Since her daughters were being fully contributed at the time of their marriages and were well settled, Late Kamla Devi Mantri was not desirous to consider anything further for them save and except to keep some earmarked share investments for her daughter Sarla Devi Somani.








S.D.M.

S.M.

  
MS  
S.S.

- D. By an agreement dated 1 November 1985 ("**Tenancy Agreement**"), Late Kamla Devi Mantri had granted tenancy rights to one The Manipur Tea Company Private Limited ("**MTCL**") of the entirety of the Said Premises save and except the second floor, with garage and two servant quarters along with the garden and lawn therein.
- E. Late Kamla Devi Mantri by a registered deed of settlement dated 7 October 1987 ("**Settlement Deed**") had settled the Said Premises in a trust called Kamla Devi Mantri Foundation and made her son Late Hari Prasad Mantri one of the three trustees. The other two trustees were she herself and one Ram Kishore Choudhury (since deceased). The Settlement Deed provided that after her demise the Said Premises in its entirety would be transferred to Hari Prasad Mantri and in case Hari Prasad Mantri predeceased Kamla Devi Mantri, the Said Premises would be transferred by the trustees to the wife (Savitri Devi Mantri) and son (Ashok Kumar Mantri) of Hari Prasad Mantri. After the demise of Kamla Devi Mantri on 26 October 1997, Hari Prasad Mantri as the existing trustee had appointed his wife Savitri Devi Mantri as the new trustee.
- F. Thereafter, disputes and differences cropped up as regards the Said Premises and a suit came to be filed in the District Court at Alipore being Title Suit No. 45/1988 ("**First Suit**") in the name of Kamla Devi Mantri and Hari Prasad Mantri as Plaintiffs against MTCL, Shrikant Mantri and Devendra Kumar Mantri as defendants wherein the Plaintiffs prayed for, among others, the declaration that Kamla Devi Mantri had settled a trust on 7 October 1987 wherein she had transferred and settled the Said Premises in a trust namely, Kamla Devi Mantri Foundation for the benefit of Hari Prasad Mantri with the provision that after the demise of Kamla Devi Mantri, the Said Premises would be transferred to Hari Prasad Mantri and in case Hari Prasad Mantri predeceased Kamla Devi

  
  
  
 S. D. M.  
 S. M.

  
  
 MS  
 S. S.



Mantri, the Said Premises would be transferred to Savitri Devi Mantri and Ashok Kumar Mantri equally.

- G. Another suit came to be filed in the District Court at Alipore, being Title Suit No.61/1988 ("**Second Suit**") in the name of (i) MTCL (ii) Shrikant Mantri and (iii) Devendra Kumar Mantri, as Plaintiffs vs (i) Kamla Devi Mantri and (ii) Hari Prasad Mantri as defendants wherein prayer for declaration that the Plaintiffs were absolutely entitled to enjoy, quiet, vacant and peaceful possession of the entirety of the Said Premises save and except the second floor, with garage and two servant quarters along with the garden and lawn therein in terms of the Tenancy Agreement. In the said Second Suit, a petition for injunction was filed by the plaintiffs wherein the said District Court by its order dated 25 August 1989 directed both the parties to the suit "*to maintain status quo in the suit property in respect of their respective possession as of the date of passing the initial order of status quo without interfering with the possession of other side and they are also directed not to make any change in the nature and character of the suit property till the disposal of the suit*". Subsequently the Second Suit got transferred to the Hon'ble High Court at Calcutta and renumbered as E.O.S. No. 19/1993, which is still pending.
- H. Subsequently, on 6 September 1990 Late Kamla Devi Mantri by a registered deed of declaration cancelled the Settlement Deed ("**Declaration**"). Thereafter, Kamla Devi Mantri transposed herself as defendant in the First Suit. The First Suit later got transferred to the Hon'ble High Court at Calcutta and renumbered as E.O.S. No. 8/1993. However, after the demise of Kamla Devi Mantri on 26 October 1997, the First Suit was withdrawn by Hari Prasad Mantri as dismissed vide order dated 24 / 25th November 1997.





S.D.M.

S.M.






MS

S.S.




- I. Later, Late Kamla Devi Mantri, on the basis of the Declaration, instituted a suit in the District Court at Alipore being Title Suit No. 63 of 1990 ("**Third Suit**") against (1) Hari Prasad Mantri, (2) Savitri Devi Mantri, and (3) Ashok Kumar Mantri as defendants with (4) Shrikant Mantri and (5) Devendra Kumar Mantri as proforma defendants. The prayer in the Third Suit was for the declaration that the purported Settlement Deed was validly revoked by the Plaintiff vide the Declaration. Subsequently the said Third Suit got transferred to Hon'ble High Court at Calcutta and renumbered as E.O.S. No. 9 of 1993, which is still pending. Since Kamla Devi Mantri died in 1997, Shrikant Mantri as executor of the last Will of Kamla Devi Mantri is representing Kamla Devi Mantri.
- J. Thereafter, on 12 November 1990 Late Kamla Devi Mantri executed her last Will and Testament ("**Last Will**"). By this Last Will she had appointed Shrikant Mantri (being the Party of the Second Part) as the Executor and bequeathed the Said Premises in its entirety to Shrikant Mantri (being the Party of the Second Part) and Devendra Kumar Mantri (being the Party of the Third Part) in equal proportion reserving only a right of residence to Hari Prasad Mantri available during his lifetime.
- K. After the demise of Kamla Devi Mantri on 26 October 1997, Shrikant Mantri, as Executor of her Last Will, filed petition No. 132 of 1998 in the District Delegate at Alipore and prayed for grant of probate in respect of the immovable and movable properties owned and possessed by her at the time of her demise or accrued thereafter in terms of the said Last Will. However, Hari Prasad Mantri had filed Caveat in the said petition and as such it was converted into one more legal suit registered as O.S. No. 94 of 1998 which was transferred to the Hon'ble High Court at Calcutta and was renumbered as E.O.S. No. 41 of 1999 ("**Probate Suit**"), which is still pending.


AKM  
SKM  
DKM  
SDM  
S.M.


  
S. D. M.  
S. M.

AKM  
SKM  
DKM  
SDM  
S.M.

  
MS  
S. S.

- L. About a month after the demise of Kamla Devi Mantri, Hari Prasad Mantri (since deceased) as the surviving trustee of Kamla Devi Mantri Foundation, appointed his wife Savitri Devi Mantri (being Party of the Fourth Part) as the second trustee of the above trust. A month thereafter, by a registered deed of transfer dated 20 December 1997, the then trustees, i.e., Hari Prasad Mantri and Savitri Devi Mantri, had transferred the Said Premises to Hari Prasad Mantri in terms of the Settlement Deed. It is to be noted that this transfer to Hari Prasad Mantri was made by the trustees. Hari Prasad Mantri died in the year 2008 and was survived by his wife Savitri Devi Mantri (being Party of the Fourth Part), son Ashok Kumar Mantri (being Party of the First Part) and daughter Sreelekha Mohta (being Party of the Fifth Part). Hari Prasad Mantri had executed his last will and testament on 9 July 2001, by which he bequeathed all his right, title and interest in the Said Premises to his wife Savitri Devi Mantri. Savitri Devi Mantri as Executrix filed a probate application before the Hon'ble Calcutta High Court, and the Hon'ble High Court was pleased to grant the probate on 14 June 2018.
- M. The execution of contradictory documents by Late Kamla Devi Mantri, viz. the Deed of Settlement dated 7 October 1987 and her Last Will and Testament dated 12 November 1990 created disputes between the concerned Parties and led to prolonged litigation. For some time the Parties of the First, Second, Third and Fourth Part were discussing among themselves, with the near and dear ones as also the well-wishers of the family about bringing an end to the long pending disputes and differences and dividing and distributing the Said Premises in order to eliminate all disputes, differences or frictions and buy family peace and prosperity. The Parties of the First, Second, Third and Fourth Part thereafter arrived at an arrangement and based on such arrangement

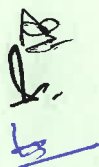
  
S.D.M.  
S.T.

  
MS  
S.S.

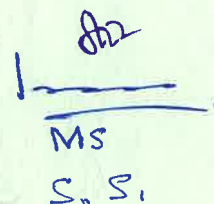
divided and distributed amongst the Parties of the First, Second and Third Part in the manner noted below the Said Premises such that upon such division and distribution the Parties of the First, Second and Third Part became the co-owners of the Said Premises having the following undivided right, title and interest:

- a. Ashok Kumar Mantri (being the Party of the First Part) was allotted 40 (forty) percent undivided right title and interest in the land, common areas, amenities and facilities of the Said Premises;
- b. Shrikant Mantri (being the Party of the Second Part) was allotted 30 (thirty) percent undivided right title and interest in the land, common areas, amenities and facilities of the Said Premises; and
- c. Devendra Kumar Mantri (being the Party of the Third Part) was allotted 30 (thirty) percent undivided right title and interest in the land, common areas, amenities and facilities of the Said Premises.

N. The Parties of the Fifth, Sixth, Seventh, Eighth and Ninth Part though do not have any right title and interest in the Said Premises but are being made parties to this Memorandum as because each one of them has been made party to the legal proceedings initiated and pending primarily among the Parties of the First to Fourth Part. The Parties are now, being desirous of recording and for the purpose of remembrance, the above division and distribution of the Said Premises and the respective ownership of the Parties of the First, Second and Third Part thereof, entering into this Memorandum.

  
S.D.M.

S.M.

  
Ms.  
S.S.

**NOW THIS MEMORANDUM** records that:

1. THAT Ashok Kumar Mantri, being the Party of the First Part, is the co-owner of the Said Premises along with Shrikant Mantri (being the Party of the Second Part) and Devendra Kumar Mantri (being the Party of the Third Part) having **40 (forty) per centum** undivided right title interest in the land, building, common areas, amenities and facilities comprised in the Said Premises and that Ashok Kumar Mantri, being the Party of the First Part, is in sole and exclusive possession and enjoyment of the second floor of the Said Premises and shall continue to be so peaceably and without any disturbance and hindrance from any of the other Parties to this Memorandum.
2. THAT Shrikant Mantri, being the Party of the Second Part, is the co-owner of the Said Premises along with Ashok Kumar Mantri (being the Party of the First Part) and Devendra Kumar Mantri (being the Party of the Third Part) having **30 (thirty) per centum** undivided right title interest in the land, building, common areas, amenities and facilities comprised in the Said Premises and that Shrikant Mantri, being the Party of the Second Part, is in sole and exclusive possession and enjoyment of the first floor of the Said Premises and shall continue to be so peaceably and without any disturbance and hindrance from any of the other Parties to this Memorandum.
3. THAT Devendra Kumar Mantri, being the Party of the Third Part, is the co-owner of the Said Premises along with Ashok Kumar Mantri (being the Party of the First Part) and Shrikant Mantri (being the Party of the Second Part) having **30 (thirty) per centum** undivided right title interest in the land, building, common areas, amenities and facilities comprised in the Said Premises and that Devendra Kumar Mantri, being the Party of the Third Part, is in sole and


AKM  
SM  
DKM  
S. D. M.  
S. N.


AKM  
SM  
DKM  
MS  
S. S.



exclusive possession and enjoyment of the ground floor of the Said Premises and shall continue to be so peaceably and without any disturbance and hindrance from any of the other Parties to this Memorandum.

4. THAT within a reasonable period of time, say within nine (9) months (or such further time as may be mutually extended by the Parties of the First, Second and Third Part) from 1 April 2022, the Party of the Third Part shall find a suitable developer acceptable to the Parties of the First Part and Second Part for the purpose of development of a suitable real estate project in the Said Premises by demolishing the existing building at the Said Premises. In order to give effect to the same, the Parties of the First, Second and Third Part shall vacate, within the time prescribed above, their respective floors in the Said Premises and hand over the physical possession of the Said Premises to the Party of the Third Part. The Party of the Third Part has agreed to take care of the Said Premises for his own behalf and on behalf of the Parties of the First Part and Second Part till the Said Premises is handed over to the developer concerned or till the Said Premises is sold to any third-party in terms of clause 5 herein. It has been further agreed that the proceeds arising out of the development of the Said Premises shall be divided and distributed by the Parties of the First, Second and Third Part in the ratio of their percentage ownership in the Said Premises, i.e., in the percentage of 40%, 30% and 30% respectively. The Parties of the First, Second and Third Part shall be parties to any development agreement to be entered with the developer, grant such power of attorney as may be necessary and shall be a party to all customer deeds documents and agreements that the developer may reasonably request.
5. Notwithstanding what has been agreed in clause 4 above, the Parties of the First, Second and Third Part have also agreed that the Party of the Third Part



  
S.D.M.  
S.M.

  
MS  
S.S.

may also look for buyer(s) for outright sale of the Said Premises and upon such sale the Parties of the First, Second and Third Part shall divide and distribute the sale proceeds in the ratio of their percentage ownership in the Said Premises, i.e., 40%, 30% and 30% respectively. The Parties of the First, Second and Third Part shall be parties to deed of conveyance to be executed in favour of the third-party buyer(s) and be present for registration of the same.

6. The Parties of the First Part and Second Part have agreed and acknowledged that the Party of the Third Part is their sole authorised representative for the purposes of undertaking and performing the acts deeds and things necessary for the completion of the obligations of the Party of the Third Part contained in clauses 4 and 5 above and that the said power and authority bestowed on the Party of the Third Part are not to be revoked.
7. The Party of the Fifth, Sixth, Seventh, Eighth and Ninth Part hereby record their unconditional consent already given to the completed division and distribution of the Said Premises in the manner recorded in clauses 1 to 3 above and the agreed division of the sale proceeds in the manner recorded in clauses 4 and 5 above.
8. The Parties agreed to take as soon as possible all necessary steps to put an end to the pending legal proceedings and have agreed that a compromise petition is to be submitted in the Third Suit in terms of and by annexing this Memorandum of Family Settlement such that suitable consent order is passed, and the Third Suit stands disposed of in terms of such consent order. The Parties shall also take necessary steps for withdrawal of the Second Suit and the Probate Suit.

  
  
 S.D.M.  
 S.M.


  
  
 M.S.  
 S.S'

9. The Parties hereto expressly agree and declare that they arrived at the arrangement recorded herein to put an end to the disputes that arose or may arise among the Parties and with a view to bring about amity and goodwill amongst them as also maintaining peace and bring about harmony in the family. The Parties hereto further agree and declare that the terms of the settlement and arrangement arrived at by the Parties and recorded in this Memorandum of Family Settlement are fair and bona fide and in the interest of all the Parties.
10. In the event of any question arising as to the true import or effect of the provisions contained herein, the Parties hereto agree and declare that keeping in view the spirit behind this Family Settlement, the same shall be resolved keeping in mind the interests of the Parties taken as a whole and also in a spirit to promote peace and harmony among the Parties.
11. The Parties have agreed to do all necessary or required acts, deeds, things and execute all such documents and writings as may be necessary and expedient to give full effect to this Memorandum and refrain from doing anything which are inconsistent or repugnant thereto.
12. This Memorandum has been executed in counterparts and each counterpart constitutes an original of this Memorandum, but all the counterparts together constitute one and the same document.

***[Following page is the signature page]***

  
S. D. M.

S. M.

  
MS  
S. S.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum as of the day, month and year above written.

Ashok Kumar Mantri

Ashok Kumar Mantri  
Party of the First Part

Shrikant Mantri

Shrikant Mantri  
Party of the Second Part

Devendra Kumar Mantri

Devendra Kumar Mantri  
Party of the Third Part

Savitri Devi Mantri

Savitri Devi Mantri  
Party of the Fourth Part

Shreelekha Mohta

Shreelekha Mohta  
Party of the Fifth Part

Arun Kumar Mohata

Arun Kumar Mohata  
Party of the Sixth Part

Prakash Kumar Mohata

Prakash Kumar Mohata  
Party of the Seventh Part

Manjushree Singhi

Manjushree Singhi  
Party of the Eighth Part

Sarla Devi Somani

Sarla Devi Somani  
Party of the Ninth Part

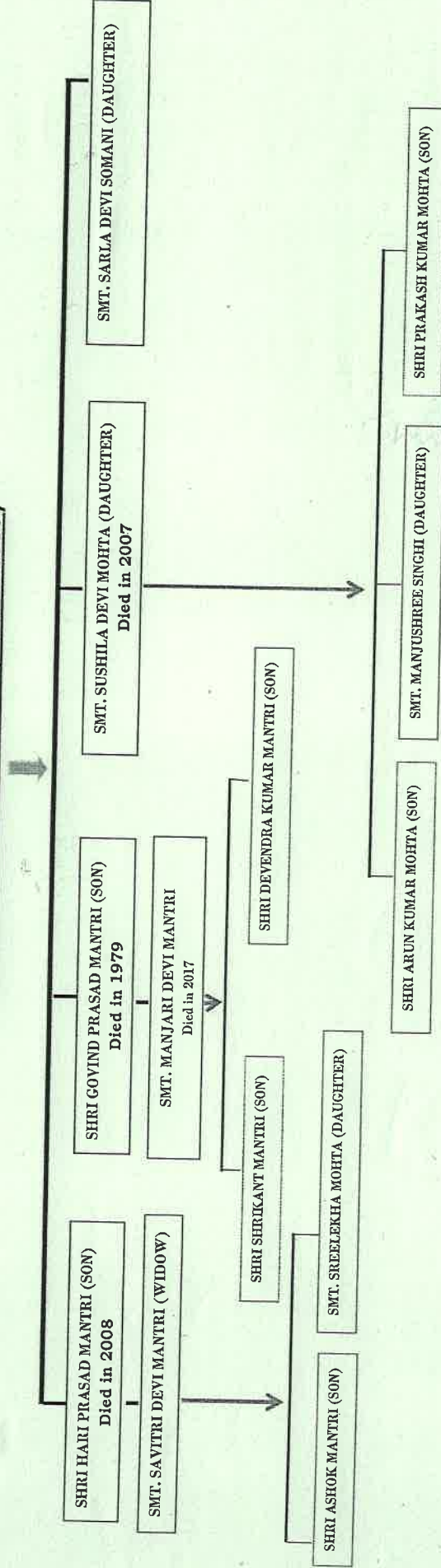


SCHEDULE - A

Family Tree

SHRI MALCHAND MANTRI (Died in 1972)

SMT. KAMLA DEVI MANTRI (Died in 1997)



872  
MS  
S.S.

S.D.M.  
S.M.

## SCHEDULE B

### (SAID PREMISES)

ALL THAT the piece and parcel of land measuring 22 Cottahs 6 Chittacks more or less, comprising thereon a main residential building having Ground, First Floor and Second Floor and each floor having covered area of about 4000 square feet more or less, together with two garages and four servant quarters thereon and surrounded by garden and lawn as well as an open courtyard along with some ancillary structures standing thereon collectively situate lying at and being Municipal Premises No.6/3, Queens Park, District South 24-Parganas, Kolkata- 700019, Police Station: Ballygunge, in Ward No. 69 of the Kolkata Municipal Corporation having Assessee No 110694000125.

FIXED  
22  
6  
SDM.  
S.M.

APR  
1  
MS  
S.S.