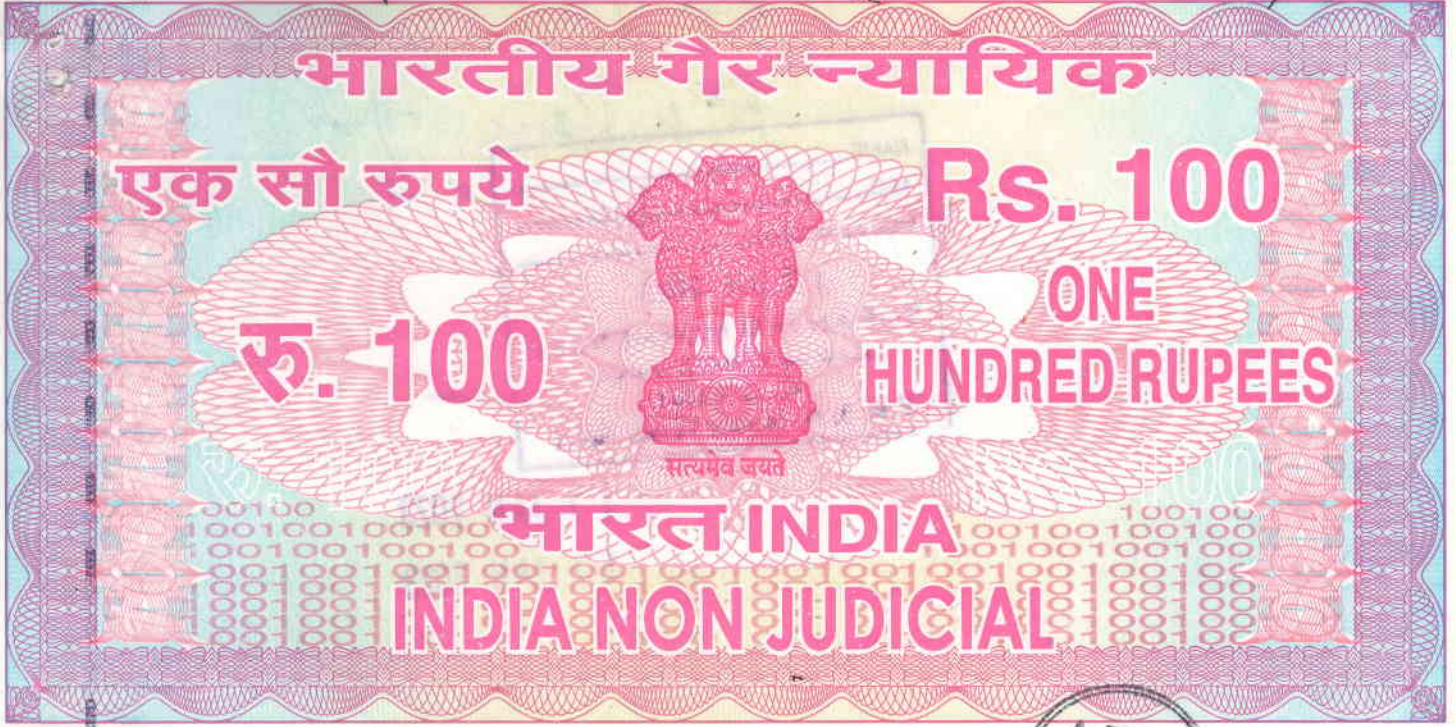


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Additional Registrar of Assurances-1
Kolkata

Certified that the Document is admitted to
Registration The Signature Sheet and the
endorsement sheets are part of this Document.

Additional Registrar
of Assurances

20 JAN 2023

I.A. (G.A) NO. 9 OF 2022

E.O.S. NO. 9 OF 1993

(Previously Title Suit No. 63 of 1990)

IN THE HIGH COURT AT CALCUTTA

EXTRA ORDINARY ORIGINAL CIVIL JURISDICTION

Date : 18th January, 2023

Place : Kolkata

175769

R K Bandyopadhyay

NAME _____
ADD _____
Rs _____
17 JAN 2023
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Licensed Stamp Vendor
C. C. Street
B & 3, N. S. Road, Kal-I

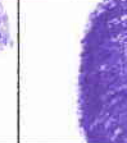
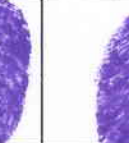
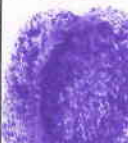
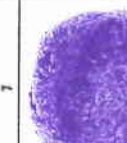
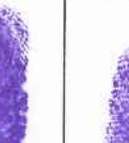
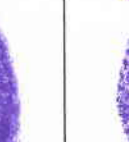
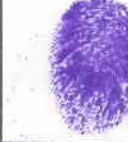
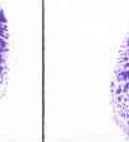
17 JAN 2023

17 JAN 2023



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
18 JAN 2023

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SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ presentants					
✓ <i>Seetade Ramnar Mantre</i>						
		(Left Hand)				
						
		(Right Hand)				
✓ <i>Shrikant Mantre</i>						
		(Left Hand)				
						
		(Right Hand)				
<i>Dachidan Kumar Mantre</i>						
		(Left Hand)				
						
		(Right Hand)				
		(Left Hand)				
		(Right Hand)				



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

18 JAN 2023

I.A(G.A) No. 9 of 2022

E.O.S. No. 9 of 1993

(Previously Title Suit No. 63 of At Alipore)

IN THE HIGH COURT AT CALCUTTA

EXTRA ORDINARY ORIGINAL CIVIL JURISDICTION

96-22-09-2022

SHRIKANT MANTRI, executor of the last Will of Smt. Kamala Devi Mantri, residing at 6/3, Queens Park, P.S. Ballygunge, Calcutta-700 019

... Plaintiff

-Versus

1A. SHREELEKHA MOHTA, residing at 36B, New Road, Kolkata-700 027;

2. SMT. SAVITRI DEVI MANTRI wife of Shri Hari Prasad Mantri, residing at 6/3, Queens Park, P.S. Ballygunge Calcutta;

3. ASHOK KUMAR MANTRI, son of Shri Hari Prasad Mantri, residing at 6/3, Queens Park, P.S. Ballygunge Calcutta;

... Defendants

5. DEVENDRA KUMAR MANTRI, both sons of Late Govind Prasad Mantri, and are residing at 6/3, Queens Park, P.S. Ballygunge, Calcutta;

... Proforma Defendants

I certify that the
supplied cause title in
case no. 96-22-09-2022
Is true to the best of my
Knowledge and belief

Naladri Khan

Sw.
12/9/22

Cause title Checked & Verified



1/10/2020

1/10/2020

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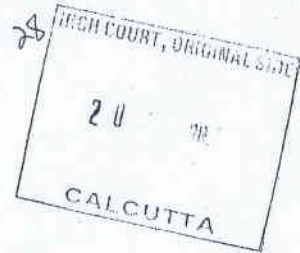
IA NO. GA/9/2022
E.O.S NO. 9 of 1973
Suit No.

of 20.....

In the High Court at Calcutta
Extra Ordinary Original Civil Jurisdiction

No Stamp payable.

20.07.2022



President of the Union of India

Shrikant Mantri Executor of the last Will of Smt.
Kamala Devi Mantri residing at 6/3, Queens Park,
P.S. Ballygunge Calcutta - 700019.

.... PLAINTIFF

Versus

1(a) Shreelekha Moha, residing at 36B, New Road,
Kolkata - 700027

2. SMT. SAVITRI DEVI MANTRI wife of Shri Hari
Prasad Mantri residing at 6/3, Queens Park, P.S.
Ballygunge, Calcutta.

3. ASHOK KUMAR MANTRI son of Shri Hari Prasad
Mantri residing at 6/3, Queens Park, P.S. Ballygunge,
Calcutta.

... Defendants

5. DEYENDRA KUMAR MANTRI both sons of late
Govind Prasad Mantri and are residing at 6/3, Queens
Park, P.S. Ballygunge, Calcutta.

.... PROFORMA DEFENDANTS

The Plaintiff claims for (a) declaration that
the purported Deed of Settlement dated 7th October
1987, a copy whereof is Annexure "B" in the plaint is
invalid and void abinitio and is not binding on the
plaintiff; for (b) decree directing the Defendant no. 1 to 3
to

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to deliver up the said purported Deed of Settlement dated 7th October 1987 so that the same may be adjudged void and be cancelled; for (c) declaration that the said purported Deed of Settlement dated 7th October 1987 has been validly revoked by the Original Plaintiff and no longer subsists and has ceased to be operative; for (d) perpetual injunction restraining the Defendant no. 1 to 3 from claiming to be a Trustee of the premises no. 6/3, Queens Park, P.S. Ballygunge, Calcutta or relying upon or in any way taking any steps on the basis of the said purported Deed of Settlement dated 7th October 1987 and disputing the Original Plaintiff's absolute right of ownership of the said premises in reliance of the said Deed of Settlement or otherwise and/or in any way enforcing the purported Deed of Settlement dated 7th October 1987; for (e) injunction; for (f) costs and for (g) further and other reliefs;

Application pursuant to petition in IA NO. GA 9 of 2022 being this day made i.e. on eighteenth day of July in the year two thousand and twentytwo for final disposal before to the Hon'ble Mr. Justice Ravi Krishan Kapur, one of the Judges of this Court by the Advocates for the plaintiff/petitioner in presence of the Advocates for defendant...

[Signature]

P2

S.P.

defendant/respondent nos. 1A, 2, 3 and 5 And upon reading on the part of the plaintiff/petitioner, the said notarized petition verified by an affidavit of Shrikant Mantri affirmed on thirtieth day of June in the year two thousand and twentytwo with three exhibits annexed thereto and marked with letters A, B and C (being a Memorandum of Family Settlement dated eighteenth day of March in the year two thousand and twentytwo marked as "Schedule- (1)" and all filed on first day of July in the year two thousand and twentytwo and a notice bearing date first day of July in the year two thousand and twentytwo and an affidavit of Swapn Kumar Bej of due service thereof affirmed on sixth day of July in the year two thousand and twentytwo with one exhibit annexed thereto and marked with letter A and all filed herein And upon reading on the part of the defendants/respondents, a notarized affidavit of Devendra Kumar Mantri affirmed on fifteenth day of July in the year two thousand and twentytwo with two exhibits annexed thereto and marked with letters A and B and all filed herein and another notarized affidavit of Shreelekha Mohita affirmed on sixteenth day of July in the year two thousand and twentytwo and filed herein and another notarized affidavit of Savitri Devi Mantri affirmed on sixteenth day of July in the year two thousand and twentytwo and filed herein and another notarized affidavit of Ashok Kumar Mantri affirmed on sixteenth day of July in the year two thousand and twentytwo and filed herein And sufficient

court . . .

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court fees having been paid And the parties
having agreed to the terms of the Memorandum
of Family Settlement dated eighteenth day of
March in the year two thousand and twentytwo
(particulars whereof are set out in the schedule
hereunder written and hereinafter referred to as
"the said Terms of Family Settlement") And it
is declared with the consent of the parties by
the signature of Party of the First Part, Ashok
Kumar Mantri, party of the Second Part,
Shrikant Mantri, party of the Third Part, Devendra
Kumar Mantri, Party of the Fourth Part, Savitri
Devi Mantri, Party of the Fifth Part, Shreelekha
Mohata, Party of the Sixth Part, Arun Kumar
Mohata, Party of the Seventh Part, Prakash
Kumar Mohata, Party of the eighth Part,
Mangushree Singhi and party of the ninth
part, Sarla Devi Sonani at the foot of the
said Terms of Family Settlement that the
said Terms of Family Settlement be recorded
and ought to be carried out and the same is
ordered and decreed accordingly And G.A.
No. 9 of 2022 stands disposed of and E.O.S.
No. 9 of 1993 also hereby stands disposed
of.

Witness...



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Witness Mr. Prakash Shrivastava The Chief
Justice at Calcutta as aforesaid this the eighteenth
day of July in the year two thousand and
twentytwo.

1. Niladri Khanra - Advocate
2. Sarajit Mitra - Advocate
3. Sourik Ghosh - Advocate

Sd/- Ravi Krishan Kapur
Judge

[Signature]
05.09.2022
Master

[Signature]
05/09/2022
Assistant Master
B
5.9.22

[Signature]
Certified by
S. N. R. D.

Schedule

P5
Exd
Saroja Debnath
&
Smriti Rekha Mondal
22.09.2022

CERTIFIED TO BE A TRUE COPY

[Signature] 22.09.22

Authorised under Section 76 of
the Indian Evidence Act, 1872
(Act 1 of 1872)

5

Schedule above referred to:

SCHEDULE - C

INDIA NON JUDICIAL STAMP RS. 100/-

MEMORANDUM OF FAMILY SETTLEMENT

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

AMONG

(1) Ashok Kumar Mantri son of late Hari Prasad Mantri, aged about 73 years, residing at the 2nd Floor of Premises No. 6/3, Queens Park, Kolkata- 700019, 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;

AND

(2) Shrikant Mantri son of late Govind Prasad Mantri, aged about 69 years, residing at Govind Niket, 3A Ronaldshay Road, Kolkata- 700027 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...

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7 ^{Successors}
and include his heirs, executors, 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 Dham, 30 Ronaldshay Road, Kolkata - 700027, 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) Saritri Devi Mantri, wife of late Hari Prasad Mantri, aged about 90 years, residing at 6/3, Queens Park, Kolkata - 700019 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

(5) Saelekha Mohita wife of Shri Vijay Mohita 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

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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 - 700027, 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- 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...



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S.P.



legal representatives and ⁹permitted assigns) of the EIGHTH PART;

(9) ^{AND} 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 Mohata (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, Arun Kumar Mohata (being the Party of the Sixth Part)

and...

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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 life-time Late Kamla Devi Mantri owned and possessed an immovable property situated at E/3, Queens Park, Kolkata-700019 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, $\frac{2}{3}$ 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 $\frac{1}{3}$ rd of the undivided share in the Said Premises to her grandson Ashok Kumar Mantri
being...

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II

(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.

D. By an agreement Dated 1 November 1985 ("Tenancy Agreement"), Late Kamla Devi Mantri had granted tenancy rights to one The Maripur Tea Company Private Limited ("MTEL") 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 Choudhary (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...

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L.D.

Kamla Devi Mantri on 26 October, 1997, Hari Prasad Mantri as the existing trustees 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 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. 5/1988 ("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...



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S.D.

Prasad Mantri as Defendants wherein prayer for declaration that the Plaintiffs were absolutely entitled to enjoy, quiet, variant 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 numbered 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 numbered 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.

Prasad

I.

Prasad

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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

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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.

4. 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
Mantri ...

ADW:

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Mantri (being Party of the First Part) and Daughters
 Sreelekha Mohita (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 bring
 family peace and prosperity. The Parties of the
 First, Second, Third and Fourth Part thereafter
 arrived at an arrangement and based on such
 arrangement divided and distributed amongst the
 Parties of the First, Second and Third Part in the
 manner noted below the said Premises such that
 upon.. 



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upon such division and ¹⁷~~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. Shrinant 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 his Memorandum.

Baru

de:

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S.D.

NOW . . .



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. - *Ravi*

[Signature]

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S.D.



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 Shrivant 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 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 (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 .. *Ran*

[Signature]

P19

L.P.



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} ~~into~~ 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...

[Signature]

P20
J.P.



21

above, the Parties of the First, Second and Third Part have also agreed that the Party of the Third Part 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.

[Signature]

[Signature]
8...

P2.1

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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.

9. The Parties hereto expressly agree and declare that they arrived at the agreement 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

[Signature]

and...

[Signature]



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]

Sd/- Illegible

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

[Signature]

Sd/- Ashok - ...

[Signature]

P23

L.P.



Sd/- Ashok Kumar Mantri
Ashok Kumar Mantri
Party of the First Part

Sd/- Shrikant Mantri
Shrikant Mantri
Party of the Second Part

Sd/- Devendra Kumar Mantri
Devendra Kumar Mantri
Party of the Third Part

Sd/- Savitri Devi Mantri
Savitri Devi Mantri
Party of the Fourth Part

Sd/- Shreelekha Mohata
Shreelekha Mohata
Party of the Fifth Part

Sd/- Illegible
Arun Kumar Mohata
Party of the Sixth Part

Sd/- Illegible
Prakash Kumar Mohata
Party of the Seventh Part

Sd/- Mangushree Singhi
Mangushree Singhi
Party of the Eighth Part

Sd/- Sarla (Illegible)
Sarala Devi Somani
Party of the Ninth Part

[Signature]



[Signature]
✓

P24
S.P.



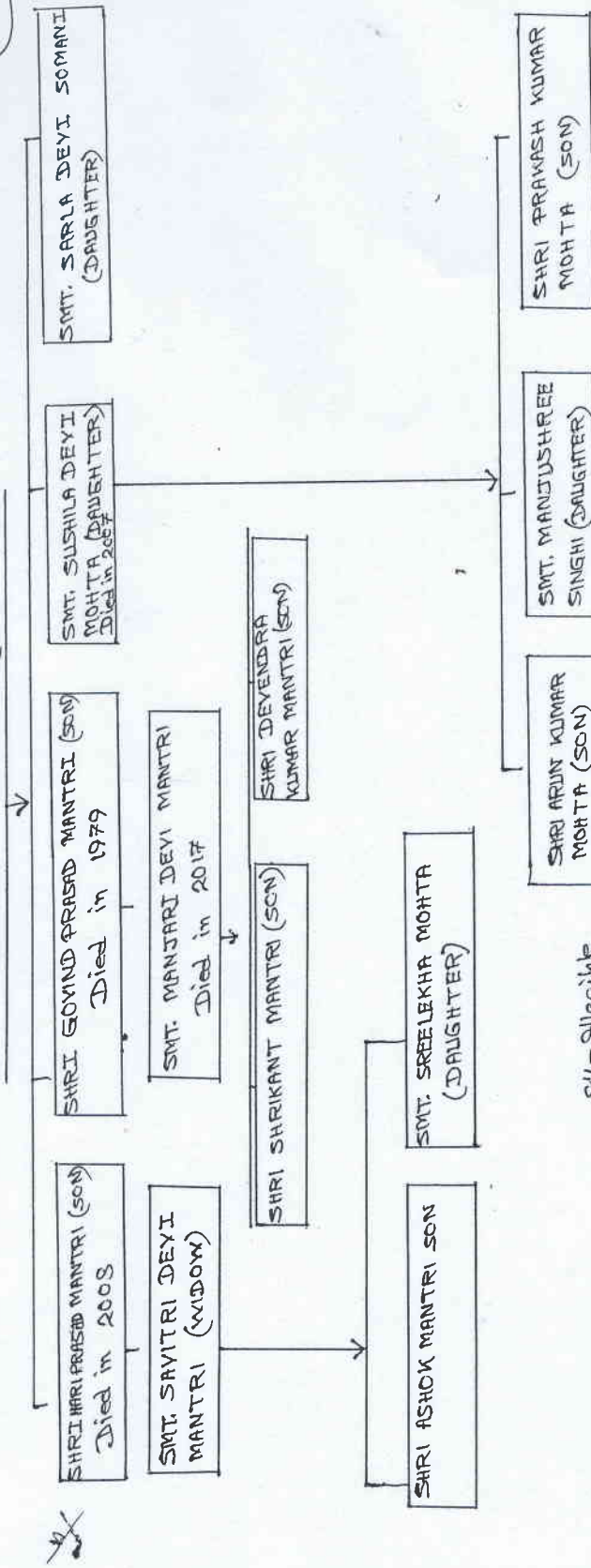
SCHEDULE - A

Family Tree

SHRI MALCHAND MANTRI (Died in 1972)

SMT. KAMLA DEVI MANTRI (Died in 1997)

Seal



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SA - Illegible
SA - Illegible
SA - Illegible
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SCHEDULE B



SCHEDULE B

(SAID PREMISES)

ALL THAT the piece and parcel of land measuring 22 Cottahs 6 Chittahs 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.

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Sd/- Illegible
Sd/- Illegible

Sd/- Illegible
Sd/- Illegible
Sd/- Illegible
Sd/- Illegible

Notary
Seal

Compared by
S.N. P.T.D.
31/8/2022

Mr. 05.09.2022
Master

Baru 05/09/2022
Assistant Master
5.9.22

P26
Exd
Sargis Debnath
&
Smriti Rekha Mandi
22.09.2022.

CERTIFIED TO BE A TRUE COPY

Alom Mitha 22.09.2022

Authorised under Section 76 of
the Indian Evidence Act, 1872
Act 1 of 1872





P27
&D.



NO. GA/9/2022

IN

Suit No. E.O.S. No. 9 of 201993

75/15

In the High Court at Calcutta

Extra Ordinary Original Civil Jurisdiction

Shrikant Manti

VERSUS

Shreelekha Maita & Ors.

Filed of 18th day of July 2022

Filed this 12th day of Sept 2022

Assistant Registrar

WBGP-2014/15-809C-

Niladri Khanna,
Advocate for Plaintiff.

P28
g.p.

24/07/09.2022

Signed by the Judge - 07-9-2022

i) Date of application for Copy 09.9.2022
ii) Date of notifying the charges 12.9.2022
iii) Date of putting in the Charges 12.9.2022
iv) Date on which the copy is ready for delivery 22.9.2022
v) Date of Making over the copy to the applicant 22.9.22

Sibas Bagchi
Superintendent
Caretaker, Department
High Court, O.S.

22.09.22



Major Information of the Deed

Deed No :	I-1902-00727/2023	Date of Registration	20/01/2023
Query No / Year	1902-2000140438/2023	Office where deed is registered	
Query Date	17/01/2023 1:21:26 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Ranjit Kumar Basu High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, Mobile No. : 9748537992, Status :Advocate		
Transaction		Additional Transaction	
[1001] Copy of Decree, Copy of decree other than Partition			
Set Forth value		Market Value	
Rs. 4,000/-		Rs. 18,29,56,048/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 100/- (Article:4)		Rs. 73/- (Article:E, M(a),)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Ballygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Queens Park, , Premises No: 63, , Ward No: 069, Holding No:6 3 Pin Code : 700019

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	22 Katha 6 Chatak	1,000/-	17,80,96,048/-	Property is on Road
Grand Total :				36.9188Dec	1,000 /-	1780,96,048 /-	

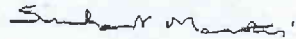
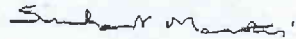
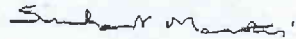
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	12000 Sq Ft.	3,000/-	48,60,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 4000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 4000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 2, Area of floor : 4000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		12000 sq ft	3,000 /-	48,60,000 /-	

Judgment Debtor Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> Mr Ashok Kumar Mantri (Presentant) Son of Late Hari Prasad Mantri Executed by: Self, Date of Execution: 18/01/2023 , Admitted by: Self, Date of Admission: 18/01/2023 ,Place : Office </td><td>  18/01/2023 </td><td>  LTI 18/01/2023 </td><td>  18/01/2023 </td></tr> </tbody> </table> 6/3, Queens Park, City:- , P.O:- BALLYGUNGE, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx2Q, Aadhaar No: 31xxxxxxxx9436, Status :Individual, Executed by: Self, Date of Execution: 18/01/2023 , Admitted by: Self, Date of Admission: 18/01/2023 ,Place : Office	Name	Photo	Finger Print	Signature	Mr Ashok Kumar Mantri (Presentant) Son of Late Hari Prasad Mantri Executed by: Self, Date of Execution: 18/01/2023 , Admitted by: Self, Date of Admission: 18/01/2023 ,Place : Office	 18/01/2023	 LTI 18/01/2023	 18/01/2023
Name	Photo	Finger Print	Signature						
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Decree Holder Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> Mr SHRIKANT MANTRI Son of Late GOVIND PRASAD MANTRI Executed by: Self, Date of Execution: 18/01/2023 , Admitted by: Self, Date of Admission: 18/01/2023 ,Place : Office </td><td>  18/01/2023 </td><td>  LTI 18/01/2023 </td><td>  18/01/2023 </td></tr> </tbody> </table> Son of Late GOVIND PRASAD MANTRI 3A Ronaldshay R, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx0H, Aadhaar No: 97xxxxxxxx4085, Status :Individual, Executed by: Self, Date of Execution: 18/01/2023 , Admitted by: Self, Date of Admission: 18/01/2023 ,Place : Office	Name	Photo	Finger Print	Signature	Mr SHRIKANT MANTRI Son of Late GOVIND PRASAD MANTRI Executed by: Self, Date of Execution: 18/01/2023 , Admitted by: Self, Date of Admission: 18/01/2023 ,Place : Office	 18/01/2023	 LTI 18/01/2023	 18/01/2023
Name	Photo	Finger Print	Signature						
Mr SHRIKANT MANTRI Son of Late GOVIND PRASAD MANTRI Executed by: Self, Date of Execution: 18/01/2023 , Admitted by: Self, Date of Admission: 18/01/2023 ,Place : Office	 18/01/2023	 LTI 18/01/2023	 18/01/2023						
2	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> Mr Devendra Kumar Mantri Son of Late Govind Prasad Mantri Executed by: Self, Date of Execution: 18/01/2023 , Admitted by: Self, Date of Admission: 18/01/2023 ,Place : Office </td><td>  18/01/2023 </td><td>  LTI 18/01/2023 </td><td>  18/01/2023 </td></tr> </tbody> </table> Son of Late Govind Prasad Mantri 3C RALANDSHAY RD, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AIxxxxxx7C, Aadhaar No: 50xxxxxxxx0936, Status :Individual, Executed by: Self, Date of Execution: 18/01/2023 , Admitted by: Self, Date of Admission: 18/01/2023 ,Place : Office	Name	Photo	Finger Print	Signature	Mr Devendra Kumar Mantri Son of Late Govind Prasad Mantri Executed by: Self, Date of Execution: 18/01/2023 , Admitted by: Self, Date of Admission: 18/01/2023 ,Place : Office	 18/01/2023	 LTI 18/01/2023	 18/01/2023
Name	Photo	Finger Print	Signature						
Mr Devendra Kumar Mantri Son of Late Govind Prasad Mantri Executed by: Self, Date of Execution: 18/01/2023 , Admitted by: Self, Date of Admission: 18/01/2023 ,Place : Office	 18/01/2023	 LTI 18/01/2023	 18/01/2023						

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Paltu Mondal Son of Mr PARESH MONDAL Old Post Office Street, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001			
	18/01/2023	18/01/2023	18/01/2023
Identifier Of Mr Ashok Kumar Mantri, Mr SHRIKANT MANTRI, Mr Devendra Kumar Mantri			

On 18-01-2023

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 15:38 hrs on 18-01-2023, at the Office of the A.R.A. - II KOLKATA by Mr Ashok Kumar Mantri ,Executant.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 18/01/2023 by 1. Mr Ashok Kumar Mantri, Son of Late Hari Prasad Mantri, 6/3, Road: Queens Park, , P.O: BALLYGUNGE, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Business, 2. Mr SHRIKANT MANTRI, Son of Late GOVIND PRASAD MANTRI, 3A Ronaldshay R, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Business, 3. Mr Devendra Kumar Mantri, Son of Late Govind Prasad Mantri, 3C RALANDSHAY RD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Business

Indetified by Mr Paltu Mondal, , , Son of Mr PARESH MONDAL, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Law Clerk



Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

On 20-01-2023

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4 of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 73.00/- (E = Rs 7.00/- ,I = Rs 55.00/- ,M(a) = Rs 7.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 73.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 100.00/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 175969, Amount: Rs.100.00/-, Date of Purchase: 17/01/2023, Vendor name: S MUKHERJEE



Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

**Volume number 1902-2023, Page from 32153 to 32191
being No 190200727 for the year 2023.**



Digitally signed by SATYAJIT BISWAS
Date: 2023.01.24 15:36:55 -08:00
Reason: Digital Signing of Deed.

(Satyajit Biswas) 2023/01/24 03:36:55 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)