

REPORT ON TITLE

Client: Satya Krishna Enterprise.

**Re: Premises No. 4, Beadon Street (now known
as Dani Ghose Sarani) Kolkata 700006.**

As instructed by client, we have investigated title in respect of **ALL THAT** piece and parcel of land measuring about 15 cottahs more or less situated at Premises No. 4, Beadon Street (now known as Dani Ghose Sarani) Kolkata 700006 in the town of Calcutta within Police Station Burtolla, Post Office Beadon Street, Ward No. 26 of Kolkata Municipal Corporation having Assessee No. 110260500090 **TOGETHER WITH** a 150 years old brick built two storied and partly three storied house measuring 5000 sq.ft. on the ground floor, 4000 sq.ft. on the first floor and 2000 sq.ft. on the second floor in dilapidated condition (hereinafter referred to as "the Said Property") owned by the Deities of Thakur Sri Sri Raj Rajeswar Jiu, Thakurani Sri Sri Lakshminata and Thakur Sri Sri Gopal Jiu.

We have perused and considered photocopies of the following documents and other relevant papers forwarded to us in respect of the Said Property:-

1. Deed of Settlement dated 17th March 1954 executed by Notendra Lal Dey and registered at the office of the Registrar of Assurances Calcutta in Book No. I, Volume No. 25, Pages 198 to 204, Being No. 1064 for the year 1954;
2. Deed of Appointment of New Trustees dated 1st June 1973 executed by and between Madan Lal Dey and Gopi Lal De (therein described as the Continuing Trustees) and Mohan Lal De (therein described as the New Trustee) and registered at the office of the Registrar of Assurances Calcutta in Book No. I, Volume No. 125, Pages 193 to 198, Being No. 3169 for the year 1973;



PARTNERS
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3. Indenture dated 29th January 1995 made between Gopi Lal De and Mohan Lal De (therein described as Continuing Trustee) and Smt. Mayalata Dey, Smt. Sova De and Smt. Kalpana De (therein described as New Trustees) and registered in the office of the Registrar of Assurances in Book No. I, Volume No. 12, Pages 243 to 256, Being No. 451 for the year 1995;
4. Deed of Appointment of New Trustees dated 20th January 2023 made between Mohan Lal De and Kalpana De (therein referred to as the Continuing Trustees) of the One Part and Monojit De and Monodip De (therein referred to as the New Trustees) of the Other Part and registered in the office of Additional Registrar of Assurances – II, Kolkata in Book No. IV, Volume No. 1902-2023, Pages 5701 – 5716, Being No. 190200152 for the year 2023;
5. Memorandum of Understanding dated 4th February, 2023 made between the Deities of Thakur Sri Sri Raj Rajeswar Jiu, Thakurani Sri Sri Lakshminata and Thakur Sri Sri Gopal Jiu represented by Mohan Lal De, Kalpana De Monojit De and Monodip De (Owners) of the One Part and Satya Krishna Enterprise (the Developer) of the Other Part and registered in the office of Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2023, Pages from 145810 to 145846, Being No. 190402491 for the year 2023;
6. Order of the Hon,ble High Court at Calcutta dated 19th October 2023 passed in Suit No. ATA-1 of 2023 seeking permission to develop the Said Property in accordance with the Development Scheme;
7. Development Agreement dated 30th November 2023 made between the Deities of Thakur Sri Sri Raj Rajeswar Jiu, Thakurani Sri Sri Lakshminata and Thakur Sri Sri Gopal Jiu represented by Mohan Lal De, Kalpana De Monojit De and Monodip De (Owners) of the One Part and Satya Krishna Enterprise (the Developer) of the Other Part and registered in the office of Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2023, Pages from 968463 to 968523, Being No. 190416925 for the year 2023;
8. Development Power of Attorney dated 1st December 2023 made by the Deities of Thakur Sri Sri Raj Rajeswar Jiu, Thakurani Sri Sri Lakshminata and Thakur Sri Sri Gopal Jiu represented by Mohan Lal De, Kalpana De Monojit De and Monodip De in favour of Satya Krishna Enterprise and registered in the office of Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2023, Pages from 969966 to 969988, Being No. 190416956 for the year 2023;
9. Death Certificate of Mohan Lal De;
10. Building Plan sanctioned by Kolkata Municipal Corporation on 19/12/2025 vide No. 2025040012.

From the documents produced, it appears as follows:-

- A. By a Deed of Settlement dated 17th March 1954 executed by Notendra Lal Dey and registered in Book No. I, Volume No. 25, Pages 198 to 204, Being No. 1064 for the year



1954 at the office of the Registrar of Assurances Calcutta, the said Notendra Lal Dey in order to make a permanent provision for the Sheba of his family Thakur Sri Sri Raj Rajeswar Jiu during his Pala or turn of worship and of Thakurani Sri Sri Lakshminata established by his paternal grandparents and of Thakur Sri Sri Gopal Jiu established by him and for the religious and other uses and purposes therein mentioned granted conveyed and transferred unto the Trustees therein named being his three sons Rajendralal De and Madan Lal Dey and Gopi Lal De ALL THAT land hereditament messuage tenement brick built house and premises No. 4, Beadon Street (now known as Dani Ghose Sarani) in the town of Calcutta (hereinafter referred to as "**the Said Property**") more fully and clearly written and described in the Schedule therein TO HAVE AND TO HOLD the same unto the Trustees upon trusts therein expressed and declared.

- B. By the aforesaid Deed of Settlement dated 17th March 1954 it was declared that the number of Trustees thereunder would not be below three and would not exceed five and that whenever any vacancy would occur in the trusteeship by reason of death, incapacity or unwillingness to act as trustee by any trustee, the vacancy should be filled up with all convenient speed as the power of appointment being vested in the continuing or retiring trustees or trustee and in making such appointment the wishes of the majority of adult Shebaites for the time being should be consulted.
- C. On the 4th April 1962 the said Rajendralal De died leaving the said Madanlal Dey and Gopi Lal De as the Continuing Trustees under the Deed of Settlement dated 17th March 1954.
- D. By a Deed of Appointment of New Trustees dated 1st June 1973 executed by and between the said Madan Lal Dey and Gopi Lal De therein described as the Continuing Trustees and the said Mohan Lal De therein described as the New Trustee and registered in Book No. I, Volume No. 125, Pages 193 to 198, Being No. 3169 for the year 1973 at the office of the Registrar of Assurances Calcutta the said Mohan Lal De was appointed as one of the Trustees of the said Deed of Settlement dated 17th March 1954.
- E. The said Madan Lal Dey, one of the Trustees, died on the 4th June 1980.
- F. By an Indenture dated 29th January 1995 made between the said Gopi Lal De and Mohan Lal De, therein described as Continuing Trustee and Sm. Mayalata Dey, Sm. Sova De and Sm. Kalpana De, therein described as New Trustees and registered in the office of the Registrar of Assurances in Book No. I, Volume No. 12, Pages 243 to 256, Being No. 451 for the year 1995 the said Sm. Mayalata Dey, Sm Sova De and Sm. Kalpana De were appointed as New Trustees of the said Deed of Settlement dated 17th March 1954 as modified by Deed of Appointment of New Trustee dated 1st June 1973.
- G. The said Gopi Lal De, one of the trustees, died on 8th August 2000.
- H. The said Mayalata Dey, one of the trustees, died on 22nd January 2020.
- I. The said Sova De, one of the trustees, died on 25th May 2021.



- J. By a Deed of Appointment of New Trustees dated 20th January 2023 made between Mohan Lal De and Kalpana De, therein referred to as the Continuing Trustees of the One Part and Monojit De and Monodip De, therein referred to as the New Trustees of the Other Part and registered in the office of Additional Registrar of Assurances – II, Kolkata in Book No. IV, Volume No. 1902-2023, Pages 5701 – 5716, Being No. 190200152 for the year 2023, the said Mohan Lal De and Kalpana De appointed Monojit De and Monodip De as trustees of the Trust created under the Deed of Settlement dated 17th March 1954 as modified by Deeds of Appointment of New Trustees respectively dated 1st June 1973 and 29th January 1995 upon the terms and conditions therein contained and since then the said Monojit De and Monodip De are acting as trustees with Mohan Lal De and Kalpana De under the said Deed of Settlement dated 17th March 1954 as modified as aforesaid.
- K. Thus, by virtue of the Trust created under the Deed of Settlement dated 17th March 1954 as modified by Deed dated 1st June 1973, 29th June 1995 and 20th January 2023, the Deities own the Said Property hereinbefore mentioned where the Deities of Thakur Sri Sri Raj Rajeswar Jiu, Thakurani Sri Sri Lakshminata and Thakur Sri Sri Gopal Jiu have been installed and the building comprised in the Said Property being more than 150 years old was absolutely in dilapidated condition.
- L. Due to paucity of fund daily Pala Puja and Puja festivals of Thakur Sri Sri Raj Rajeswar Jiu, Thakurani Sri Sri Lakshminata and Thakur Sri Sri Gopal Jiu could not be performed properly in the manner as it was done earlier and the performance is being done with meager fund as it comes from the rental of the Said Property, which is also a very nominal amount.
- M. It has become absolutely necessary to create fund for daily Seva Puja of the Deities and perform the festivals which was done for last 150 years in a descent manner.
- N. To generate fund the Trustees discussed the matter with the Developer and upon long persuasion, it was agreed by the Trustees, with the consents of the Shebaitis, with the Developer by a Memorandum of Understanding dated 4th February, 2023 made between the Trust represented by the Trustees of the One Part and the Developer of the Other Part and registered in the office of Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2023, Pages from 145810 to 145846, Being No. 190402491 for the year 2023 (hereinafter referred to as “MOU”) that the Developer would demolish the existing building and construct independent buildings on the land comprised in the Said Property being Premises No. 4, Dani Ghose Sarani, Kolkata containing an area of 15 cottahs more or less within P.S. Burtolla, P.O. Beadon Street, Ward No. 26 of Kolkata Municipal Corporation of which one exclusive building for the Deities comprising of 40% of the available FAR will be constructed at the cost of the Developer on a portion of the Said Property as shown in **red border in the map or plan** annexed thereto (hereinafter referred to as “Lot-A”) and on the remaining portion of land comprised in the Said Property (hereinafter referred to as “Lot-B”) one or more building/s would be constructed comprising of 60% available FAR at the cost and expenses of the Developer and if 40% of the available FAR cannot be consumed in the exclusive building to be constructed and allotted for the Deities on Lot-A, the balance 40% constructed areas will be provided by the Developer from the constructed areas in Lot-B,



details of Lot-A and Lot-B are mentioned in the Development Scheme set out therein and upon the terms and conditions therein contained.

O. Essential terms and conditions of the MOU was that (i) the Trustees would apply for and obtain sanction of the Court of Competent Jurisdiction to develop the Said Property , (ii) within 30 (thirty) days from the date of passing of the Order by the Court granting permission to develop the Said Property, the parties shall execute and register a Joint Development Agreement whereby the Trustees shall appoint the Developer as developer to develop the Said Property in accordance with the Development Scheme mentioned in MOU at the cost and expenses of the Developer upon the terms and conditions contained in MOU.

P. The Development Scheme as mentioned in the MOU is as follows :-

- i. The Developer shall pay all arrears of taxes in respect of the Said Property and mutate the name of the Deities/ Trustees in respect of the Said Property with the Kolkata Municipal Corporation;
- ii. The Developer shall get 60% of the constructed area of the new buildings to be constructed on the Said Property together with proportionate share in the land comprised in the Said Property demarcated as Lot-B ("**Developer's Allocation**") and the Deities/ Trustees shall be entitled to 40% of the constructed area of the new buildings exclusively to be constructed on the Said Property together with proportionate share in the land comprised in the Said Property demarcated as Lot-A ("**Deity's Allocation**");
- iii. The Developer shall negotiate with the tenants of the Said Property, a list of which is set out in the **Second Schedule** hereunder written, and shall reallocate / accommodate the tenants out of the Developer's Allocation of 60% and the Trustees shall grant to the Developer all powers for such purposes and in such re-allocation and accommodation of the tenants, the Deities/ Trustees shall have no obligation;
- iv. The Deity's Allocation of 40% constructed area shall include a separate and exclusive three storied building on the north-west side of the Said Property as **shown in red border in the Plan annexed** hereto demarcated as Lot-A, comprised of a "**Dalan**" on the ground floor of the building ("**Deity's Building**") as per drawing design and specifications as may be approved by the Trustees;
- v. If the Deity's Building to be constructed is found less than 40% of the total constructed area, in such event, the deficit area of the Deity's Allocation shall be provided out of the other building/s to be constructed on Lot-B of the Said Property;
- vi. The Developer shall provide an alternate habitable exclusive house for suitable accommodation of the Deities/ Trustees where the Deities/ Trustees can be shifted from the Said Property to the alternate exclusive house from the mutually agreed date at the cost and expenses of the Developer and shall occupy the said alternate space until the possession of the Deity's Building is delivered at the newly constructed building and the Developer shall be liable to pay and pay rent /



- accommodation charges of such alternate space until the Deities / Trustees are shifted to the Deity's Building and provide copy of receipt of rent / accommodation charges to the Trustees and after completion of construction of the Deity's Building in the Said Property, the Deities/ Trustees will be shifted to the Deity's Building and the Developer will arrange for shifting of the Deities/ Trustees to the Deity's Building to be constructed and allocated to the Deities/ Trustees in the front portion of the said Premises and all cost and expenses for shifting as stated above shall be borne and paid by the Developer.
- vii. the Developer shall bear and pay all cost of development including all costs, fees and expenses for obtaining permission from the Court of Competent Jurisdiction, obtaining sanction plan from Kolkata Municipal Corporation, CESC connection, obtaining clearance of Urban Land Ceiling Authority in respect of the Said Property required for getting Building Sanction Plan in terms of the development Proposal of the Developer and all other expenses, fees and duties as may be required for development of the Said Property.
- viii. The Developer shall complete development of the Said Property within a period of three (3) years from the date of Court Order granting permission to develop the Said Property as mentioned above with a grace period of 6 (six) months.
- ix. The Developer shall pay to the Deities/ Trustees a sum of Rs. 75,00,000/- (Rupees Seventy Five Lakh only) by way of interest free refundable Security Deposit in the following manner after obtaining sanction/ approval from the Court of Competent Jurisdiction in the following manner, which shall be refunded by the Deities/ Trustees to the Developer without any interest simultaneously with the handing over possession of the Deity's Allocation to the Trustees :-
- (i) Rs. 30,00,000/- (Rupees Thirty Lakh only) at the time of sanction of Building Plan by Kolkata Municipal Corporation;
 - (ii) Rs. 30,00,000/- (Rupees Thirty Lakh only) within six months of the previous payment;
 - (iii) Rs. 15,00,000/- (Rupees Fifteen Lakh only) at the time of the 4th floor roof casting.

Q. In terms of the MOU and the Development Scheme therein mentioned, the Developer applied before the Hon'ble High Court at Calcutta vide Suit No. ATA-1 of 2023 seeking permission to develop the Said Property in accordance with the Development Scheme and by an Order of the Hon'ble High Court at Calcutta dated 19th October 2023 passed in the aforesaid suit, the Hon'ble High Court granted permission to the Trustees to develop the Said Property in accordance with the directions given in the said Order.

R. In terms of the aforesaid Order of the Hon'ble Calcutta High Court passed on 19th October 2023 in ATA 1 of 2023, the Trustees and the Developer have modified the terms and conditions contained in the MOU and the Development Scheme and accordingly by the Joint Development Agreement dated 30th November 2023 and registered in the office of Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2023, Pages from 968463 to 968523, Being No. 190416925 for the year 2023 entered into by the Deities /



Trustees with the Developer, the modified terms of development of the Said Property were recorded.

- S. Thereafter, by a Development Power of Attorney dated 1st December 2023 made by the Deities of Thakur Sri Sri Raj Rajeswar Jiu, Thakurani Sri Sri Lakshminata and Thakur Sri Sri Gopal Jiu represented by Mohan Lal De, Kalpana De Monojit De and Monodip De in favour of Satya Krishna Enterprise and registered in the office of Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2023, Pages from 969966 to 969988, Being No. 190416956 for the year 2023, the Deities / Trustees granted powers to the Developer to obtain sanction plan and develop the Said Property in accordance to the Joint Development Agreement dated 30th November 2023.
- T. The said Mohan Lal De, one of the trustees, died on 15th January 2026.
- U. In terms of the Joint Development Agreement dated 30th November 2023, the Developer obtained sanction of Building Plan from Kolkata Municipal Corporation on 19/12/2025 vide No. 2025040012 which is valid upto 18/12/2030.

We have caused necessary searches in the office of **Registrar of Assurances, Kolkata**, in respect of the said Property from 1995 to 2026 and so far records are available, we find the following transactions are recorded therein over and above the documents produced to us:-

- a. Deed of Gift registered in the office of Registrar of Assurances-IV, Kolkata and recorded in Book I, Volume No. 1904, Pages 50235 to 50251, Deed No. 995 for the year 2025;
- b. Declaration registered in the office of Registrar of Assurances-IV, Kolkata and recorded in Book I, Volume No. 1904, Pages 164434 to 164450, Deed No. 2615 for the year 2024;
- c. Declaration registered in the office of Registrar of Assurances-IV, Kolkata and recorded in Book I, Volume No. 1904, Pages 164428 to 164438, Deed No. 2616 for the year 2024;
- d. Declaration registered in the office of Registrar of Assurances-IV, Kolkata and recorded in Book I, Volume No. 1904, Pages 24200 to 24212, Deed No. 18272 for the year 2023.

On verification of the above Declarations it appears as follows:-

- a. Deed of Gift (Deed No. 995 of 2025) relates to gift of a strip of land in favour of Kolkata Municipal Corporation.
- b. Declaration (Deed No. 2615 of 2024) relates to a boundary declaration required as per Kolkata Municipal Corporation Rules for sanction of building plan.
- c. Declaration (Deed No. 2616 of 2024) relates to the undertaking of non-eviction of tenants required for sanction of building plan as per Kolkata Municipal Rules.
- d. Declaration (Deed No. 18272 of 2023) relates to boundary declaration required for sanction of building plan from Kolkata Municipal Corporation.



We have caused necessary searches in the records of the City Civil Court at Calcutta in the names of (1) Thakur Sri Sri Raj Rajeswar Jiu, (2) Thakurani Sri Sri Lakshmimata, (3) Thakur Sri Sri Gopal Jiu, (4) Mohan Lal De, (5) Kalpana De from 2015 to 2026 and (6) Monojit De and (7) Monodip De from 2023 to 2026 having jurisdiction over the Said Property and the following Title Suits were found filed against the following persons within the respective period :-

Thakurani Sri Sri Lakshmimata or Estate Shree Shree Laxmi Mata Thakurani or Sri Sri Lakshmimata Jew	TS 708 of 2022 Sandhya Mitra Vs Avadesh Thakur
	TS 108 of 2019 Purnima Mondal & Ors. Vs. Iswar Narayan Jew Anjan Das, Ranjan Das, Sujan Das- Shebait, 4A, ZSita Nath Road, Kolkata – 700006, P.S. Girish Park
	TS 2037 of 2022 Archana Dutta, Anindita Dutta Vs. Debttor Trust Sri Sri Raghu Nath Jew
Thakur Sree Sree Gopal Jiu	TS 1231 of 2021
	TS 344 of 2019 (dismissed for default on 3.2.26)
	TS 129 of 2021 (dismissed for default on 30.11.23)
	TS 2333 of 2022 (disposed of on 19.8.25) Mrinal Lal Seal Vs. Suvra De
Mohan Lal De	TS 1004 of 2019

On verification it appears though the name of the deities / Trust are identical in T. S. No. 708 of 2022, T.S. No. 108 of 2019, T.S. No. 2037 of 2022 and T.S. No. 2333 of 2022 but the parties are different.

T.S. No. 344 of 2019 is dismissed for default vide Order No. 36 on 3.2.2026 and T.S. No. 129 of 2021 is dismissed for default vide Order No. 15 on 20th November 2023.



Title Suit No. 1004 of 2019 relates to the subject property and it has been communicated by the Trustees that the said Title Suit has been settled.

There is no system for conducting searches in the records of Calcutta High Court, also having jurisdiction over the Said Property, to find out whether any suit/ execution case is pending in Calcutta High Court like District Courts and as such no search could be conducted in Calcutta High Court.

We have also conducted online searches in the records of Kolkata Municipal Corporation in respect of Assessee No. 110260500090 it transpires that the name of "Mohan Lal De, Kalpana De, Monojit De, Monodip De Trustees to the Thakur Sri Sri Rajrajeswar Jiu, Thakurani Sri Sri Lakshminata and Thakur Sri Sri Gopal Jiu" are mutated as owner of the Said Property and a sum of Rs. 25,062/- on account of corporation tax, penalty and interest is due and outstanding against the Said Property as on 18/02/2026.

We have also conducted online searches in the records of CERSAI (Central Registry of Securitisation Asset Reconstruction and Security Interest of India) in respect of the Said Property to find out whether the Said Property is mortgaged and from the report of searches it appears that the Said Property is not mortgaged.

Conclusion

Subject to verification of the original deeds / documents, photocopies of which are produced to us, and relying upon the report of searches and affidavit of the Trustees and representations of Kalpana De Monojit De and Monodip De, the Trustees, we are of the opinion that the Deities of Thakur Sri Sri Raj Rajeswar Jiu, Thakurani Sri Sri Lakshminata and Thakur Sri Sri Gopal Jiu have ownership title in respect of the Said Property being **ALL THAT** piece and parcel of land measuring about 15 cottahs more or less situated at Premises No. 4, Beadon Street (now known as Dani Ghose Sarani) Kolkata 700006 in the town of Calcutta within Police Station Burtolla, Post Office Beadon Street, Ward No. 26 of Kolkata Municipal Corporation having Assessee No. 110260500090 **TOGETHER WITH** a building constructed thereon and the Said Property is free from all registered mortgages / encumbrances and litigation.

Dated this 18th day of March, 2026



Sandersons & Morgans

By

R. L. Auddy
R. L. Auddy
Partner