

## TITLE REPORT

**Re: Land measuring 263.68 (two hundred sixty three point six eight) decimal, more or less, Mouza Maynagadi, J.L. No. 6, Police Station Barasat, District North 24 Parganas**

Under instructions and on behalf of our Client, **Messieurs SBJ Estates LLP**, we have caused searches to be made in respect of the Said Property (defined below). The details of searches and our certification on the basis thereof are given below:

### 1. Definitions

1.1 In this Report, unless it is contrary or repugnant to the subject or context:

1.1.1 **Said Property** shall mean land measuring 263.68 (two hundred sixty three point six eight) decimal [equivalent to 160 (one hundred and sixty) *cottah*], more or less, comprised in R.S./L.R. *Dag* Nos. 1283, 1285, 1286, 1291 and 1292, recorded in L.R. *Khatian* Nos. 1950, 1951, 1952, 1964, 1965 and 1968, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within West Khilkapur Gram Panchayet (**WKGP**), Sub-Registration District Kadambagachi, District North 24 Parganas, more fully and collectively described in the **Schedule** below.

1.1.2 **Owners:** shall mean (1) Messieurs Jhilmil Complex Private Limited, (2) Messieurs Panchmahal Realtors Private Limited, (3) Messieurs Panchpushap Construction Private Limited (4) Messieurs Shantimay Construction Private Limited (5) Messieurs Jagmata Builders Private Limited and (6) Messieurs Tricky Infrastructure Private Limited.

### 2. Production of Documents of Title

2.1 Inspection of documents of title in respect of the Said Property were given details whereof are mentioned in **Annexure A** hereto.

### 3. Offices Where Searches Have Been Conducted

#### 3.1 Registration Offices

#### **Index-II**

➤ From 1988 to 2017 in respect of R.S./L.R. *Dag* Nos. 1283, 1285, 1286, 1291 and 1292, *Mouza* Maynagadi, J.L. No. 6, Police Station Barasat, within West Khilkapur Gram Panchayet, Sub-Registration District Kadambagachi, District North 24 Parganas

3.1.1 Registrar of Assurances, Kolkata.

3.1.2 District Registration Office, Barasat



3.1.3 Additional District Sub-Registration Office, Kadambagachi

3.1.4 Additional District Sub-Registration Office, Barasat

**NOTE:** Prior to 2002, for non-electronic documents, search reports are based on physical inspection of the Index at the Registration Office by our representative. For the period from 2002 onwards, for electronic documents, our representative was not given access to the Index in the Registration Office and had to rely on oral information supplied by Registration Office personnel. Hence, our search report remains subjective with regard to Indices from 2002 onwards.

For result/analysis of searches, please refer to details of **Annexure B** hereto.

**3.2 Courts**

- For the year 2013 - 2017 in the name of Jhilmil Complex Private Limited.
- For the year 2013 - 2017 in the name of Panchmahal Realtors Private Limited.
- For the year 2013 - 2017 in the name of Panchpushap Construction Private Limited
- For the year 2013 - 2017 in the name of Shantimay Construction Private Limited
- For the year 2013 - 2017 in the name of Jagmata Builders Private Limited
- For the year 2013 - 2017 in the name of Tricky Infrastructure Private Limited
- For the year 2006 - 2017 in the name of Abdul Kalam, son of Late Akkach Ali.
- For the year 2006 - 2017 in the name of Manowara Bibi, wife of Abdul Kalam.
- For the year 2006 - 2017 in the name of Ankita Chakraborty, wife of Amit Ghosh.
- For the year 2006 - 2017 in the name of Amit Ghosh, son of Gobinda Chandra Ghosh.
- For the year 2006 - 2017 in the name of Abdul Habib, son of Md. Akbar Ali.





- For the year 2006 - 2017 in the name of Shafali Ghosh alias Shefali Ghosh, wife of Gobinda Chandra Ghosh.
- For the year 2006 - 2017 in the name of Uday Banerjee, son of Late Anil Kumar Banerjee.
- For the year 2006 - 2017 in the name of Tapas Banerjee, son of Late Anil Kumar Banerjee.
- For the year 2006 - 2017 in the name of Swapan Banerjee, son of Late Anil Kumar Banerjee.
- For the year 2006 - 2017 in the name of Arun Banerjee, son of Late Anil Kumar Banerjee.
- For the year 2006 - 2017 in the name of Anima Banerjee, wife of Late Anil Kumar Banerjee.
- For the year 2006 - 2017 in the name of Md. Abdul Wahed, son of Late Chaban Mondal.
- For the year 2006 - 2017 in the name of Md. Abdul Adut, son of Late Chaban Mondal.
- For the year 2006 - 2017 in the name of Asunura Bibi, wife of Karim Box.
- For the year 2006 - 2017 in the name of Anowara Bibi, wife of Abdul Majid.
- For the year 2006 - 2017 in the name of Monowara Bibi, wife of Chabahan Mondal.
- For the year 2006 - 2017 in the name of Aspiya Bibi, wife of Late Nabab Ali.
- For the year 2006 - 2017 in the name of Md. Taj Mohammad, son of Late Nabab Ali.
- For the year 2006 - 2017 in the name of Akchir Mohammad, son of Late Nabab Ali.
- For the year 2006 - 2017 in the name of Tahamina Begum, wife of Jahan Ali.
- For the year 2006 - 2017 in the name of Abdul Habib, son of Abdul Wahed.
- For the year 2006 - 2017 in the name of Ratan Lal Jaiswal, son of Keshab Prasad Jaiswal.

- For the year 2006 - 2017 in the name of Rahul Jaiswal, son of Ratan Lal Jaiswal.
- For the year 2006 - 2017 in the name of Gobinda Chandra Ghosh, son of Gandhi Lal Ghosh.
- For the year 2006 - 2017 in the name of Sant Lal Jaiswal, son of Keshab Prasad Jaiswal.
- For the year 2006 - 2017 in the name of Sunita Ghosh, daughter of Gobinda Chandra Ghosh.
- For the year 2006 - 2017 in the name of Tapan Banerjee, son of Late Anil Kumar Banerjee.

3.2.1 In the Court of the 1<sup>st</sup> Civil Judge, Junior Division, Barasat for Title Suit, Title Execution, Money Suit and Money Execution

3.2.2 In the Court of the 1<sup>st</sup> Civil Judge, Senior Division, Barasat for Title Suit, Title Execution, Money Suit and Money Execution

We have caused to be made necessary searches for last 12 (twelve) years as to whether any Title Suit, Title Execution Case, Money Suit or Money Execution Case in the concerned courts has been filed against the Owners and the predecessors-in-title of the Owners. No such Title Suit, Title Execution Case, Money Suit or Money Execution Case appears to have been filed as per the Certificates issued by the concerned Court Officers.

For results/analysis of searches, please refer to details of **Annexure C** hereto.

3.3 **Block Land and Land Reforms Office, Barasat, North 24 Parganas**

3.3.1 From enquiries made and from the available records in the Office of the Block Land and Land Reforms Office, Barasat, North 24 Parganas.

For result/analysis of searches, please refer to details of **Annexure D** hereto.

4. **Title**

4.1 **Devolution of Title of R.S./L.R. Dag No. 1283:**

4.1.1 By a Deed of Conveyance dated 1<sup>st</sup> August, 1990, registered in the Office of the Additional District Sub-Registrar, Barasat, in Book No. I, Volume No. 116, at Pages 251 to 261, being Deed No. 7567 for the year 1990, one Mandadari Devi Shaw purchased from Mihir Kumar Halder, land classified as *sali* (agricultural) measuring 32 (thirty two) decimal



- 4.12 Shantimay Construction Private Limited, the Owner No. 4, got its name mutated in the records of the Block Land and Land Reforms Office, Rajarhat, under L.R. *Khatian* No. 1951.
- 4.13 Jagmata Builders Private Limited, the Owner No. 5, got its name mutated in the records of the Block Land and Land Reforms Office, Rajarhat, under L.R. *Khatian* No. 1965.
- 4.14 Tricky Infrastructure Private Limited, the Owner No. 6, got its name mutated in the records of the Block Land and Land Reforms Office, Rajarhat, under L.R. *Khatian* No. 1968.
- 4.15 In the above-mentioned circumstances, the Owners have become the joint and absolute owners of the Said Property and appointed Messieurs SJB Estates LLP as the Developer of the Said Property by virtue of a new Development Agreement dated 17<sup>th</sup> July, 2014, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, recorded in Book No. I, CD Volume No. 44, at Pages 2033 to 2073, being No. 09092 for the year 2014.

5. **Conclusion**

- 5.1 The searches undertaken by us have not disclosed any encumbrances affecting the Said Property as per the records available.
- 5.2 We would however mention that the searches undertaken by us relate to encumbrances and attachments created by act of parties and do not extend to charge created by operation of law like statutory charges on default of payment of Income Tax, Sales Tax and other Government dues.
- 5.3 Some of the searches done were incomplete due to non-availability of records as mentioned in the **Annexures** hereto.
- 5.4 We have observed that (1) Rahul Jaiswal was a minor at the time of selling his right, title and interest in the Second Property In 1292, which was inherited by him from his mother, Sarita Jaiswal and (2) Nitin Jaiswal was a minor at the time of selling his right, title and interest in the First Property In 1283, which was inherited by him from his mother, Manju Jaiswal. The said share of Rahul Jaiswal was sold by his father, Ratan Lal Jaiswal and the share of Nitin Jaiswal was sold by his father, Om Prakash Jaiswal without obtaining prior court permission. Therefore, both the transfers are voidable at the option of the minors after attaining majority or



any person claiming under them under Sec. 8 of Hindu Minority and Guardianship Act, 1956.

However, the Supreme Court of India in "*Sri Narayan Bal and others Vs. Sridhar Sutar and others*" has held that "With regard to the undivided interest of the Hindu minor in joint family property, the provisions of sec. 6, 8 and 12 of Hindu Minority and Guardianship Act, 1956 are beads of the same string and need to be viewed in a single glimpse, simultaneously in conjunction with each other. Each provision, and in particular Section 8, cannot be viewed in isolation. If read together the intent of the legislature in this beneficial legislation becomes manifest. Ordinarily the law does not envisage a natural guardian of the undivided interest of a Hindu minor in joint family property. The natural guardian of the property of a Hindu minor, other than the undivided interest in joint family property, is alone contemplated under Section 8 where under his powers and duties are defined. Section 12 carves out an exception to the rule that should there be no adult member of the joint family in management of the joint family property, in which the minor has an undivided interest, a guardian may be appointed; but ordinarily no guardian shall be appointed for such undivided interest of the minor."

Further the Bombay High Court in "*Narayan Laxman Gilankar Vs. Udaykumar Kashinath Kaushik and others*" has held that "Section 6 deals with natural guardians of a Hindu minor in respect of his person as well as minor's property. His or her undivided interest in joint family property is, however, specifically excluded from that section. Section 12 clearly lays down that guardian is not to be appointed for minor's undivided interest in joint family property, where the property is under the management of an adult member of the family. The interest of the minor in the joint family property is thus kept outside the reach of these provisions, leaving it to the natural guardian to deal with it in accordance with customary Hindu Law. Section 8 with which this matter is concerned will have to be viewed and interpreted keeping these basic features of the Act in view. Section 8 speaks of power of natural guardian in relation to immovable property of minor which would mean minor's definite property and not his fluctuating indefinite interest in the joint family property. Language employed in S. 8 seems to be in pari materia with S. 29 of the Guardians and Wards Act and hence both will have to be viewed and construed similarly. Thus, it appears that intention of S. 8 is not to fetter the customary power of natural guardian in the matter of dealing with joint family property including minor's undivided share."

In view of the above we are of the opinion that as the subject properties are not Hindu Undivided Family properties. Therefore, it is advisable to get a ratification from (1) Rahul Jaiswal (if he has attaining majority) regarding sale of his right, title and interest in the Second Property In 1292 executed by his father on 8<sup>th</sup> June, 2007, by way of an Affidavit before a First Class Judicial Magistrate or by way of a registered Declaration for better perfection of the title of the subject property and as well as (2) Nitin Jaiswal (if he has attaining majority) regarding sale of his right, title and interest in the First Property In 1283 executed by his father on 2<sup>nd</sup>



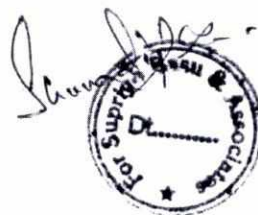


November, 2006, by way of an Affidavit before a First Class Judicial Magistrate or by way of a registered Declaration for better perfection of the title of the subject property.

On the other hand if said Rahul Jaiswal has not yet attained majority then the father or legal guardian of said Rahul Jaiswal should institute a suit for Declaration before the appropriate Court and obtain an order confirming the Deed of Sale dated 8<sup>th</sup> June, 2007, registered in the Office of the District Sub-Registrar - II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 1, at Pages 1303 to 1314, being Deed No. 01104 for the year 2009 as valid and affirming that the said sale was done for the benefit and maintenance of said Rahul Jaiswal and similarly if said Nitin Jaiswal has not yet attained majority then the father or legal guardian of said Nitin Jaiswal should institute a suit for Declaration before the appropriate Court and obtain an order confirming the Deed of Sale dated 2<sup>nd</sup> November, 2006, registered in the Office of the District Sub-Registrar - II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 2, at Pages 8726 to 8754, being Deed No. 00880 for the year 2008 as valid and affirming that the said sale was done for the benefit and maintenance of said Nitin Jaiswal.

However, the present Owners/ Developer may in its sole discretion or abandoned caution may place a sum equivalent to present market value as per the website of Directorate of Registration and Stamp Revenue, Government of West Bengal of the Minors' share and interest in the Said Property as fixed deposit with the State Bank of India and in favour of the said Minors in case of any future contingent claim of the Minors or anybody claiming under them. This methodology has been suggested by us keeping in view of the usual orders given by the Learned Courts in case of sale of minor's share in immoveable property.

- 5.5 **Subject To** our observations aforesaid, we are of the opinion that the Owners have a marketable title to the Said Property.



**Schedule  
(Said Property)**

Land measuring 263.68 (two hundred sixty three point six eight) decimal [equivalent to 160 (one hundred and sixty) *cottah*], more or less, comprised in R.S./L.R. Dag Nos. 1283, 1285, 1286, 1291 and 1292, recorded in L.R. Khatian Nos. 1950, 1951, 1952, 1964, 1965 and 1968, Mouza Maynagadi, J.L. No. 6, Police Station Barasat, within West Khilkapur Gram Panchayet, Sub-Registration District Kadambagachi, District North 24 Parganas and the Said Property is detailed in the Chart below:

R.S./L.R. Dag No.	L.R. Khatian Nos.	Area (in Decimal)
1283	1950, 1951, 1952, 1964, 1965 and 1968	116.00
1285	1950, 1951, 1952, 1964, 1965 and 1968	19.00
1286	1950, 1951, 1952, 1964, 1965 and 1968	25.68
1291	1950, 1951, 1952, 1964, 1965 and 1968	40.00
1292	1950, 1951, 1952, 1964, 1965 and 1968	63.00
<b>Total:</b>		<b>263.68</b>

Date: 18<sup>th</sup> September, 2017

Place: Kolkata

For Supriyo Basu & Associates

*Shuvodip*

Advocate

