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Dated: April 15, 2026

To,

The Authority,
West Bengal Real Estate Regulatory Authority (WBRERA),
Calcutta Greens Commercial Complex (1st Floor),
1050/2, Survey Park, Kolkata: 700075.

Subject: Formal Legal Response to Query regarding Land Mutation and Non-Submission of JDA for Project "REGALIA PHASE 1".

Ref: M/s Mk Radha Real Estate (Partnership Deed dated 18.12.2024)

Dear Sir/Madam,

On behalf of our client, M/s Mk Radha Real Estate, we submit this detailed representation to clarify the legal standing of the project land and address your observations regarding the absence of a Joint Development Agreement (JDA) and land mutation.

1. Automatic Vesting of Title under Section 14 of the Partnership Act:

The project land, admeasuring 2642 sq.mt. at Sevoke Road, was introduced as capital-in-kind by the partners upon the Firm's formation. Under Section 14 of the Indian Partnership Act, 1932, property brought into the common stock of a firm becomes partnership property by the mere expression of the partners' intention and corresponding book entries.

Since the Firm is a collective of the individual landowners, this introduction does not constitute a "transfer" to a third party. Consequently, the Firm holds the absolute beneficial interest and development rights over the land by operation of law.

2. Judicial Precedents Negating the Requirement for Mutation:

The requirement for formal mutation in the Firm's name is an administrative procedure that does not override established legal title. We rely on the following landmark Supreme Court rulings:

- **Addanki Narayanappa vs. Bhaskara Krishnappa (AIR 1966 SC 1300):** The Court held that land introduced by a partner as capital becomes firm property immediately without requiring a registered conveyance deed.
- **Sawarni vs. Inder Kaur (1996 6 SCC 223):** The Court reaffirmed that mutation in revenue records is solely for land revenue purposes and neither creates nor extinguishes legal title.

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- Sunil Siddharthbhai vs. CIT (1985 156 ITR 509 SC): The Court clarified that introducing a personal asset into a firm converts "absolute title" into a "shared interest," granting the firm full developmental control.

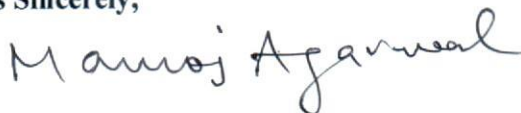
3. Contractual Mandate for Development (Clause 12):

As the landowners and developers are the same individuals, a JDA is legally redundant. The Partnership Deed serves as the primary authorizing document. Specifically, Clause 12(b) expressly empowers the partners, individually or jointly, to execute all construction plans and approval-related work with the Siliguri Municipal Corporation, SJDA, or any other Government Authority. This registered mandate effectively substitutes the need for a separate Power of Attorney or JDA.

Conclusion

The combination of the Partnership Deed, the CA Certification of Land Disclosure, and binding judicial precedents confirms the Firm's clear and marketable interest in the land. We trust this representation satisfies your query.

Yours Sincerely,



Manoj Agarwal
Advocate, Siliguri.
(Enrl No. F-505/434 of 1997)

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