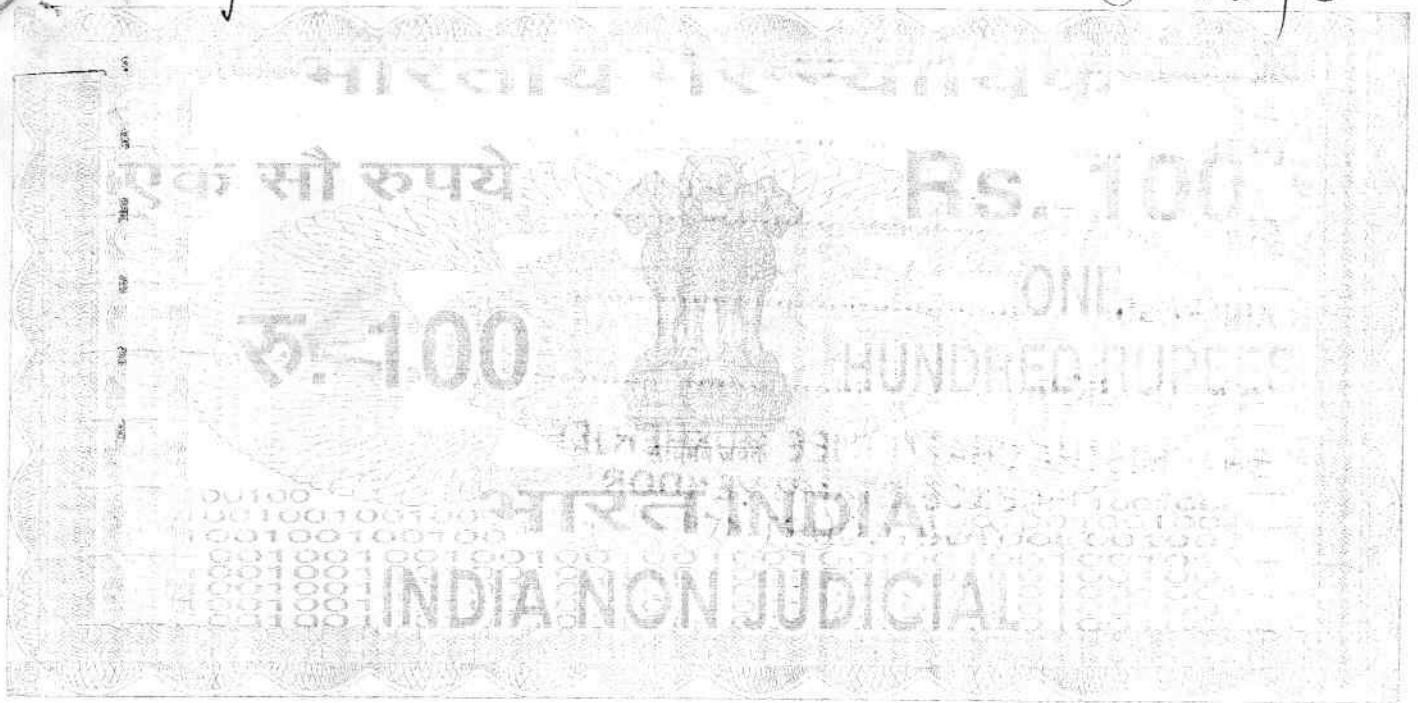


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certifies that the document is a true and correct copy of the original document and is a true and correct copy of the original document and is a true and correct copy of the original document.

02 JUL 2025

02/07/25
01:51 P.M.

02 JUL 2025

DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT POWER OF ATTORNEY IS MADE ON
THIS 2nd Day of July 2025 in the Christian Era

1.1 Smt. Saswati Majumder, Wife of Late Anjan Majumder, Residing at 43, Govt. Colony, P.O.- Rahara, Police Station – Rahara, District – North 24 Parganas, Kolkata- 700118,

Pan ASDPM3645A

Aadhaar no 5546 4068 0333,

Nationality Indian,

Religion – Hindu,

Occupation Housewife

D.O.B. 20/11/1963

1.2 Mrs. Anwesha Majumder, Daughter of Late Anjan Majumder, Residing at 43, Govt. Colony, P.O.- Rahara, Police Station – Rahara, District – North 24 Parganas, Kolkata- 700118,

Pan DGPPM6902P

Aadhaar no 2837 5662 3883,

Nationality Indian,

Religion – Hindu,

Occupation Self Employed.

D.O.B. 24/10/1994

1.3 Sri Abhishek Majumder, Son of Late Arun Majumder, Residing at Village – Panpara, P.O.- Panpara, Police Station – Ranaghat, District – Nadia, Pin -741402,

Pan BEAPM3143P

Aadhaar no 7201 4964 4174,

Nationality Indian,

Religion – Hindu,

Occupation Self Employed

D.O.B. 01/09/1984

Jointly Owners / Executants Send Greetings:

A. We are the Joint Owners in respect of ALL THAT piece and parcel of land total admeasuring in respect of total land measuring more or less 04 Four Katha Together with old dilapidated Pucca cemented floor Structure more or less 860 Sqft with Kacha Structure measuring more or less 180 Square feet. lying within the limit of Khirdah Municipality under Municipal Holding No.- 33/30/ Govt. Colony Road, (New Purbachal Govt. Colony Road), Ward no. – 9, P.O.- Rahara. appertaining to Mouza- Rahara, J.L. No. – 03, comprised and contained in L.O.P. No. – 43, comprised and contained in C.S. Plot No – 1180 (P), corresponding L.R. Dag no. 3251, under L.R. Khatian no. – 1306/1, District – North 24 Parganas, Police Station – Rahara. Kolkata- 700118, within the A.D.S.R. Office at Sodepur Which is clearly stated and described in the Schedule herein below and herein after referred to as the *Said Premises*

B. By a registered Development Agreement on 02/07/2025, registered in the Office of A.D.S.R. at Sodepur, Being No 152404680 for the year 2025 made between us Smt. Saswati Majumder, ii) Mrs Anwesha Majumder and iii) Sri Abhishek Majumder therein referred to as the joint Owners of the One Part and "Pioneer Associates" therein referred to as the Developer of the Other Part, whereby We have been engaged and authorized the Developer to develop our Schedule Property on the terms and conditions therein mentioned (hereinafter referred to as the "said Development Agreement") and We agreed to grant power of attorney in favour of the said Developer.

C. In terms of the said Development Agreement, we are desire of appointing "Pioneer Associates", a Partnership Firm to be our true and lawful attorney in our place and stead to do, perform, sell and execute all or any acts, deeds and things relating to or concern with the Said Premises on the terms and conditions hereinafter mentioned strictly in respect of only Developer's Allocation.

Now therefore know ye and these presents witnesseth

That We i) Smt. Saswati Majumder, ii) Mrs Anwesha Majumder and iii) Sri Abhishek Majumder jointly doth hereby nominate, constitute, and appoint the said "PIONEER ASSOCIATES", Pan - AAMFP7725R, having its Office on Building "SHREYASI APARTMENT" 1st Floor, lying at 12A/1/35, Khardah Station Road, P.O. + P.S. - Khardah, Dist.- North 24 Parganas, Kolkata - 700 117, Represented by its partners namely

2.1. SRI KANTI RANJAN DAS, Son of Late Nalini Kanta Das, Residing at 1 no. Surya Sen Nagar, P.O. & P.S. - Khardah, District. - North 24 Parganas Kolkata - 700 117

Pan	ADSPD7299P,
Aadhaar no	8139 1092 0674,
Religion	Hindu,
Occupation	Business,
Nationality	Indian
D.O.B.	12-02-1954

2.2. SRI GOPAL DAS, Son of Late Narayan Chandra Das, Residing at "Kironalay", Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, District North 24 Parganas, (permanent address at 23, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, District North 24 Parganas, Kolkata - 700 115

Pan	AGAPD0725H,
Aadhaar no.	8646 2862 3840,
Religion	Hindu,
Occupation	Business,

Anwesha Majumder

Nationality- Indian
D.O.B. 24-03-1971

To be our true and lawful Attorney, in our names and/or on our behalf to execute and perform or cause to be done, executed and performed all or any of the following acts, deeds, matters and things as mentioned hereinafter on behalf of us

1. **To maintain**, manage and administer the Said Premises and every part thereof fully mentioned in the Schedule hereunder written in accordance with the terms and conditions mentioned in the said Development Agreement.
 2. **To enter** into and defend the possession of the Said Premises and every part thereof.
 3. **To sign** and submit all papers, applications, and documents for having the separation, the amalgamation of the Said Premises along with other Premises and mutation, conversion if necessary, and record the same in all public records and with all authorities B.L & L.R.O, including the Municipality, in respect of the Said Premises and to deal with such authority and authorities in any manner to have such separation, amalgamation, mutation, and conversion effected.
 4. **To engage** and appoint Architects and Consultants, cause preparations of building plans, sign such plans or plans, and appear before the Municipality and other authorities and Government departments and/or Officers for sanction of the said plan and all amendments thereof.
 5. **To sign** all the relevant papers and documents including all plans and designs to develop the Said Premises and to appear before all necessary authorities, including Municipalities, Fire Brigade, and/or any other Competent Authorities B.L. & L.R.O., Courts within the jurisdiction of District North 24 Parganas, W.B. and Police etc.
 6. **To borrow** money to create charge, mortgage, mortgage of the individual Flat of the intending Buyers on the new proposed Building on the Said Premises to secure the loan and for taking financial assistance from any financial institution or bank or body corporate(s) or from any person and/or persons on any terms and conditions as our Attorney shall think fit and proper save & except the mortgaging the allocation of the Owners' Share in terms of the said Development Agreement in the project & the said attorney always indemnify that any liability on the aspects of financial nature as aforesaid shall be fully & satisfactorily borne by my said attorney only, without encumbering our interest, title whatsoever in the said project. In case of any default on the part of the Developer, the Landlords should not be liable for the same.
 7. **To apply** for and obtain electricity, water, gas, sewerage, and/or connections of any other utilities, permits for lifts, and also the completion and other certificates from the Municipalities and or other authorities.
- 

8. **To negotiate** for sale and/or transfer of the Said Premises with buildings and structures or portions thereof together with the undivided proportionate share in the Said Land from the Developer's Allocation at such price and on such terms and conditions as our said attorney may deem fit and proper.
9. **To execute** the Agreement for Sale, Deed of Exchange, Deed of Lease, Deed of Conveyance, or other necessary papers/documents relating to the transfer of the Said Land with buildings and structures and to receive the earnest/rent/premium/entire consideration amount and to give a proper and valid discharges for the same for the exclusively the Developer's Allocation.
10. **To appear** before any Registrar or Sub-Registrar of Assurances or any other registering authority having jurisdiction, to present for registration, admit execution, acknowledge and register according to the provisions of the law for the time being in force the Agreement for Sale, Deed of Lease, Deed of Conveyance and other necessary papers/documents related with the transfer of the Said Land with Buildings and structures signed by the said attorney and to endorse the receipt for such Agreement for Sale, Deed of Lease, Deed of Conveyance and other necessary papers/documents and to do all things necessary for completing registration of such Deed or Deeds.
11. **To appear** before Notary Public, District Registrars, Sub-Registrars, Registrar of Assurances and Executive Magistrate, any courts, and all other officer or officers and authority or authorities in connection with the enforcement of all powers and authorities as contained herein and also defend all suits, cases, appeals and applications whatsoever in nature.
12. **To appoint** any solicitor, advocate, pleader, or counsel as may be necessary for prosecuting and defending any suit or proceedings in the matters relating to the Said Premises.
13. **To commence**, prosecute, enforce, defend, or oppose all actions or other legal proceedings, including arbitration proceedings and to demand, touching any of the matters afore said and also if think fit, to compromise, refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceedings as aforesaid, before any Court, Civil, Criminal or Revenue, including Rent Controller and Small Causes Court.
14. **To accept** notice and service of papers from any Court, Tribunal, Postal, and/or other authorities and/or persons on our behalf.
15. **To receive** and pay and/or deposit all money, including Court fees and receive, refunds, and to receive and grant valid receipts and discharges in respect thereof.
16. **To pay** all outgoing, including Municipal Tax, Urban Land Tax, Rent, Revenue, and other charges whatsoever, payable for and on account of the Said Land as occupier

and receive refunds and other money, including compensation of any nature and to grant valid receipt and/or discharge therefore.

17. To give undertakings, assurance, and indemnities, as be required for the purposes aforesaid.
18. To appear and represent us before all semi-government or government authorities, make commitments and execute undertakings, affidavits, declarations, and other necessary papers and register the same according to the law as may be required for all or any of the purposes herein contained, including the process of usage of the passage already marked in the title of the Said Premises as mentioned in the schedule.
19. To negotiate with the adjacent Plot/s holder/s for necessary amalgamation with my scheduled land and to sign and execute necessary papers towards such amalgamation.
20. To advertise in different newspapers and display hoarding in different places, engage an agency for selling of the Said development on the Said Premises and whatever structures facilities as our said Attorney shall think fit and proper.

AND GENERALLY to do all other deeds and things concerning the same and we do hereby agree and undertake to ratify and confirm all and whatsoever our said Attorney shall or may lawfully do, execute or perform or cause to be done, executed or performed in connection with the Said Premises by virtue of the power or authority hereunder conferred upon.

The Schedule referred to as Said Premises

ALL THAT piece and parcel of land total admeasuring in respect of total land measuring more or less 04 Four Katha Together with old dilapidated Pucca cemented floor Structure more or less 860 Sqft with Kacha Structure measuring more or less 180 Square feet. lying within the limit of Khrdah Municipality under Municipal Holding No.- 33/30/ Govt. Colony Road, (New Purbachal Govt. Colony Road), Ward no. - 9 , P.O.- Rahara. appertaining to Mouza- Rahara, J.L. No. - 03 , comprised and contained in L.O.P. No. - 43, comprised and contained in C.S. Plot No - 1180 (P), corresponding L.R. Dag no. 3251 , under L.R. Khatian no. - 1306/1, District - North 24 Parganas, Police Station - Rahara. Kolkata- 700118 , within the A.D.S.R. Office at Sodepur , The entire land butted and bounded as follows :

On the North : Land with L.O.P. No.-42

On the South : 17ft wide Govt. Colony Road (New Purbachal Govt. Colony Road)

On the East : Land with L.O.P. No.-44

On the West : 18ft wide Govt. Colony Road (New Purbachal Govt. Colony Road)

In witness whereof the Parties hereto have hereunto set and subscribed their hands and seal and executed this Power of Attorney on this 2nd day of July Twenty-Five 2025

Signed and delivered by the
Owners Smt. Saswati Majumder,
ii) Mrs. Anwesha Majumder and
iii) Sri Abhishek Majumder
At Kolkata

Rupa Majumder Biswas
c/o Abhishek Majumder
viii + post Pandana Ramaghi
Nadia

Developer gladly received the all powers hereto

In Signed and delivered by
By the Developer Pioneer Associates through
their Partners
At Kolkata

In the presence of:

Tapas Chandra
Advocate

Drafted and prepared by

Tapas Chandra

Advocate

Sealdah Civil Court Complex

Kolkata- 700014

Enrolment no.- WB/731/1992

1. Saswati Majumder.
2. Anwesha Majumder.
3. Abhishek Majumder.

Signatures of the Owners/Executants

1. Kanti Ranjan Das
PIONEER ASSOCIATES
2. [Signature]

Signature of the Developer "Pioneer Associates" by its Partners

SPECIMEN FORM FOR IMPRESSION OF TEN FINGERS
A.D.S.R. OFFICE AT SODEPUR, DIST. - NORTH 24 PARGANAS

 <i>Saswati Majumder</i>	Left Hand	Little	Ring	Middle	Fore	Thump
						
	Right Hand	Thump	Fore	Middle	Ring	Little
						

SIGNATURE *Saswati Majumder*

 <i>Anwesha Majumder</i>	Left Hand	Little	Ring	Middle	Fore	Thump
						
	Right Hand	Thump	Fore	Middle	Ring	Little
						

SIGNATURE *Anwesha Majumder*

 <i>Abhishek Majumder</i>	Left Hand	Little	Ring	Middle	Fore	Thump
						
	Right Hand	Thump	Fore	Middle	Ring	Little
						

SIGNATURE *Abhishek Majumder*

 <i>Kanti Ranjan Das</i>	Left Hand	Little	Ring	Middle	Fore	Thump
						
	Right Hand	Thump	Fore	Middle	Ring	Little
						

SIGNATURE *Kanti Ranjan Das*

SPECIMEN FORM FOR IMPRESSION OF TEN FINGERS
A.D.S.R. OFFICE AT SODEPUR, DIST. - NORTH 24 PARGANAS



		Little	Ring	Middle	Fore	Thump
Left Hand						
		Thump	Fore	Middle	Ring	Little
Right Hand						

SIGNATURE

		Little	Ring	Middle	Fore	Thump
Left Hand						
		Thump	Fore	Middle	Ring	Little
Right Hand						

SIGNATURE _____

		Little	Ring	Middle	Fore	Thump
Left Hand						
		Thump	Fore	Middle	Ring	Little
Right Hand						

SIGNATURE _____

		Little	Ring	Middle	Fore	Thump
Left Hand						
		Thump	Fore	Middle	Ring	Little
Right Hand						

SIGNATURE _____

Major Information of the Deed

Deed No :	I-1524-04710/2025	Date of Registration	02/07/2025
Query No / Year	1524-8001888687/2025	Office where deed is registered	
Query Date	02/07/2025 1:25:00 PM	A.D.S.R. SODEPUR, District: North 24-Parganas	
Applicant Name, Address & Other Details	Tapas Chanda Sealdah Civil Court, Thana : Bidhannagar, District : North 24-Parganas, WEST BENGAL, Mobile No. : 7980626720, Status :Advocate		
Transaction	Additional Transaction		
[0138] Sale, Development Power of Attorney after Registered Development Agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 55,50,000/-	Rs. 72,99,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 100/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 152404680/2025 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

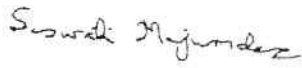
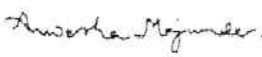
District: North 24-Parganas, P.S:- Khardaha, Municipality: KHARDAH, Road: Govt. Colony Road, Mouza: Rahara, , Ward No: 9, Holding No:33/30 Pin Code : 700118

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details	
L1	LR-3251	LR-1306/1	Bastu	Bastu	4 Katha	50,00,000/-	66,00,000/-	Width of Approach Road: 18 Ft., Adjacent to Metal Road, , Project Name :
Grand Total :				6.6Dec	50,00,000 /-	66,00,000 /-		

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	860 Sq Ft.	5,00,000/-	6,45,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 860 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	180 Sq Ft.	50,000/-	54,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 180 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		1040 sq ft	5,50,000 /-	6,99,000 /-	

Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Smt SASWATI MAJUMDER Wife of Late ANJAN MAJUMDER Executed by: Self, Date of Execution: 02/07/2025 , Admitted by: Self, Date of Admission: 02/07/2025 ,Place : Office		 Captured	
	02/07/2025	02/07/2025	02/07/2025	
43, GOVT. COLONY, City:- Khardah, P.O:- RAHARA, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700118 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX3 , PAN No.: ASxxxxxx5A,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 02/07/2025 , Admitted by: Self, Date of Admission: 02/07/2025 ,Place : Office				
2	Mrs ANWESHA MAJUMDER (Presentant) Daughter of Late ANJAN MAJUMDER Executed by: Self, Date of Execution: 02/07/2025 , Admitted by: Self, Date of Admission: 02/07/2025 ,Place : Office		 Captured	
	02/07/2025	02/07/2025	02/07/2025	
43, GOVT. COLONY, City:- Khardah, P.O:- RAHARA, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700118 Sex: Female, By Caste: Hindu, Occupation: Professionals, Citizen of: India Date of Birth:XX-XX-1XX4 , PAN No.: DGxxxxxx2P,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 02/07/2025 , Admitted by: Self, Date of Admission: 02/07/2025 ,Place : Office				
3	Shri ABHISHEK MAJUMDER Son of Late ANJAN MAJUMDER Executed by: Self, Date of Execution: 02/07/2025 , Admitted by: Self, Date of Admission: 02/07/2025 ,Place : Office		 Captured	
	02/07/2025	02/07/2025	02/07/2025	
VILLAGE - PANPARA, City:- Ranaghat, P.O:- PANPARA, P.S:-Ranaghat, District:-Nadia, West Bengal, India, PIN:- 741402 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India Date of Birth:XX-XX-1XX4 , PAN No.: BExxxxxx3P,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 02/07/2025 , Admitted by: Self, Date of Admission: 02/07/2025 ,Place : Office				

Attorney Details :

SI No	Name,Address,Photo,Finger print and Signature
1	PIONEER ASSOCIATES BUILDING SHREYASI APARTMENT, 1ST FLOOR, LYING AT 12A/1/35, KHARDAH STATION ROAD, City:- Khardah, P.O:- KHARDAH, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700117 Date of Incorporation:XX-XX-2XX0 , PAN No.:: Axxxxxx5R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Representative Details :				
SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri KANTI RANJAN DAS Son of Late NALINI KANTA DAS Date of Execution - 02/07/2025, , Admitted by: Self, Date of Admission: 02/07/2025, Place of Admission of Execution: Office	Photo  Jul 2 2025 2:52PM	Finger Print  Captured LTI 02/07/2025	Signature  02/07/2025
1 NO. SURYASEN NAGAR, City:- Khardah, P.O:- KHARDAH, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700117, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.:: ADxxxxxx9P,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : PIONEER ASSOCIATES (as PARTNER)				
2	Name Shri GOPAL DAS Son of Late NARAYAN CHANDRA DAS Date of Execution - 02/07/2025, , Admitted by: Self, Date of Admission: 02/07/2025, Place of Admission of Execution: Office	Photo  Jul 2 2025 2:52PM	Finger Print  Captured LTI 02/07/2025	Signature  02/07/2025
23, DR. GOPAL CHATTERJEE ROAD, City:- , P.O:- SUKCHAR, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1 , PAN No.:: AGxxxxxx5H,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : PIONEER ASSOCIATES (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sandip Das Son of Mr Dilip Das R K Pally, City:- , P.O:- Panihati, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700114		 Captured	
	02/07/2025	02/07/2025	02/07/2025
Identifier Of Smt SASWATI MAJUMDER, Shri KANTI RANJAN DAS, Shri GOPAL DAS, Mrs ANWESHA MAJUMDER, Shri ABHISHEK MAJUMDER			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt SASWATI MAJUMDER	PIONEER ASSOCIATES-2.2 Dec
2	Mrs ANWESHA MAJUMDER	PIONEER ASSOCIATES-2.2 Dec
3	Shri ABHISHEK MAJUMDER	PIONEER ASSOCIATES-2.2 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt SASWATI MAJUMDER	PIONEER ASSOCIATES-286.66666700 Sq Ft
2	Mrs ANWESHA MAJUMDER	PIONEER ASSOCIATES-286.66666700 Sq Ft
3	Shri ABHISHEK MAJUMDER	PIONEER ASSOCIATES-286.66666700 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	Smt SASWATI MAJUMDER	PIONEER ASSOCIATES-60.00000000 Sq Ft
2	Mrs ANWESHA MAJUMDER	PIONEER ASSOCIATES-60.00000000 Sq Ft
3	Shri ABHISHEK MAJUMDER	PIONEER ASSOCIATES-60.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Khardaha, Municipality: KHARDAH, Road: Govt. Colony Road, Mouza: Rahara, , Ward No: 9, Holding No:33/30 Pin Code : 700118

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 3251, LR Khatian No:- 1306/1	Owner:নন্দী গোপাল মজুমদার, Gurdian:মৃত জাহিনি কুমার, Address:(ক ্টেন সেন্ট কলোণী), Classification:বাড়, Area:0.07000000 Acre,	Owner Name not selected by applicant.

Endorsement For Deed Number : I - 152404710 / 2025

On 02-07-2025

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 : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:51 hrs on 02-07-2025, at the Office of the A.D.S.R. SODEPUR by Mrs ANWESHA MAJUMDER , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 72,99,000/-

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

Execution is admitted on 02/07/2025 by 1. Smt SASWATI MAJUMDER, Wife of Late ANJAN MAJUMDER, 43, GOVT. COLONY, P.O: RAHARA, Thana: Khardaha, , City/Town: KHARDAH, North 24-Parganas, WEST BENGAL, India, PIN - 700118, by caste Hindu, by Profession House wife, 2. Mrs ANWESHA MAJUMDER, Daughter of Late ANJAN MAJUMDER, 43, GOVT. COLONY, P.O: RAHARA, Thana: Khardaha, , City/Town: KHARDAH, North 24-Parganas, WEST BENGAL, India, PIN - 700118, by caste Hindu, by Profession Professionals, 3. Shri ABHISHEK MAJUMDER, Son of Late ANJAN MAJUMDER, VILLAGE - PANPARA, P.O: PANPARA, Thana: Ranaghat, , City/Town: RANAGHAT, Nadia, WEST BENGAL, India, PIN - 741402, by caste Hindu, by Profession Professionals

Indetified by Mr Sandip Das, , , Son of Mr Dilip Das, R K Pally, P.O: Panihati, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700114, by caste Hindu, by profession Business

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

Execution is admitted on 02-07-2025 by Shri KANTI RANJAN DAS, PARTNER, PIONEER ASSOCIATES (Partnership Firm), BUILDING SHREYASI APARTMENT, 1ST FLOOR, LYING AT 12A/1/35, KHARDAH STATION ROAD, City:- Khardah, P.O:- KHARDAH, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700117

Indetified by Mr Sandip Das, , , Son of Mr Dilip Das, R K Pally, P.O: Panihati, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700114, by caste Hindu, by profession Business

Execution is admitted on 02-07-2025 by Shri GOPAL DAS, PARTNER, PIONEER ASSOCIATES (Partnership Firm), BUILDING SHREYASI APARTMENT, 1ST FLOOR, LYING AT 12A/1/35, KHARDAH STATION ROAD, City:- Khardah, P.O:- KHARDAH, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700117

Indetified by Mr Sandip Das, , , Son of Mr Dilip Das, R K Pally, P.O: Panihati, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700114, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by , by Cash Rs 21.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 70/- and Stamp Duty paid by , by Stamp Rs 100.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 7233, Amount: Rs.100.00/-, Date of Purchase: 27/06/2025, Vendor name: S Chatterjee Mukherjee



Debjani Halder
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2025, Page from 148826 to 148843
being No 152404710 for the year 2025.



Debjani Halder

Digitally signed by DEBJANI HALDER
Date: 2025.07.21 12:15:42 +05:30
Reason: Digital Signing of Deed.

(Debjani Halder) 21/07/2025
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.

District :- North 24 Parganas

Before the Court of Ld. 2nd Civil Judge
(Junior Division) at Baruaekpore

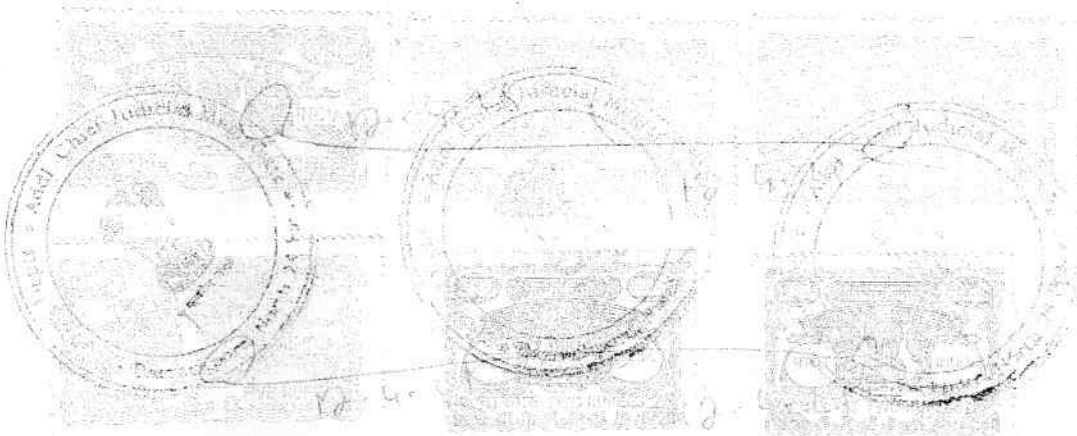
Title Suit No. :- 488/2019

Abhishek Mazumdar — Plaintiff

= VS =

State of West Bengal & Ors — Defendants

Petition No. :- M-1034/2025 Date 20.04.25



C-18

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CNR No. WBNP- 160008572019

West Bengal Form No.3701

HIGH COURT FORM No. (J) 2.

HEADING OF JUDGMENT IN ORIGINAL SUIT/CASE

District North 24 parganas

In the Civil Judge (Junior Divn.) 2nd Court, Barrackpore,

North 24 Parganas

Present :- Prayatna Ganguly

Judgment delivered on the 20th day of March, 2025

TITLE SUIT.488 of 2019

CIS No. 488 of 2019

CNR No. WBNP- 160008572019

1. Sri Abhishek Majumder

Plaintiff

-----Versus-----

1. State of West Bengal represented by Chief Secretary,
Government of West Bengal.

2. Administrative General of West Bengal

3. Smt. Rita Majumder

Defendants

(1) Gives date on dates:- This Suit/Case coming on for final hearing on
18.02.2025

Tapas Chandra

.....Advocate for the Plaintiff.

Shyamal Chattopadhyay

.....Advocate for the Defendant.

and having stood for consideration to this day, the Court delivered the
following judgment :

This is the suit for Declaration valued at Rs. 100/-



1 of 7

378/25
M-1034/25 dt 10/4/25
J- 7 sheets
D- 2 4
Total - 9
Day
16/4/25

Prayatna Ganguly
20.03.2025
Civil Judge (Jr. Division)
2nd Court, Barrackpore
North 24 Parganas

FILED IN

**Brief Facts of the Plaintiffs' Case:-**

The substantive case of the Plaintiff's in a nutshell is that plaintiff is the son of Arun Majumder who is missing since 16.06.1994 from his house situated at H-16, Anandapuri, Barrackpore, PS- Titagarh, Dist. North 24 Parganas and in that respect a general diary has been lodged being no. 1445 dated 21.06.1994 at Titagarh P.S.

Plaintiff served notice to defendant nos. 1 & 2 u/s 80 of CPC on 10.09.2019 and after expiry of two months from the date of service of notice, the plaintiff has filed this instant suit against the defendant nos. 1 and 2 and defendant no. 3 is the mother of the plaintiff as well as wife of the missing person.

The plaintiff made a paper publication in daily English Newspaper 'The Telegraph' on 09.08.2019 and in bengali newspaper 'Anandabazar Patrika' on 17.08.2019 regarding the missing of the said Arun Majumder.

After conducting antic search for several years, the plaintiff became frustrated and seek no hope of reappearance of his father.

The suit proceeded ex parte against defendant no.1 & 2 vide Order no.2 dated 05.02.2020.

On perusal of the pleading of the Plaintiff and contents of the documents as submitted in this case, this Court is of the view that there is no necessity to frame any issues. However, this Court is inclined to formulate points for determination of this case which are as follows:-

POINTS OF DETERMINATION

1. Whether the Plaintiff is entitle to get a decree as prayed for ?
2. To what other relief, if any, the Plaintiff is entitled ?

Evidence on record**Witness on behalf of the Plaintiff:**

To prove the case, Abhishek Majumder, the Plaintiff herein deposed on as P.W.1 and submits the following documents which are marked as **Exhibit. 1** to **Exhibit - 3** collectively.

Praytna Languly
20.03.2025
Smt. Judge (Dr. Division)
2nd Court, Barrackpore
North 24 Parganas

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Exhibit 1	GDE receipt being no. 1445 of 21.06.1994
Exhibit 2 in series	Advertisement in Telegraph Newspaper and Anandabazar Patrika.
Exhibit 3 collectively	Notice dated 10.09.2019 u/s 80 of CPC sent to Secretary, Government of West Bengal and administrative general of West Bengal.

Witness on behalf of the Defendant:

Defendant no. 3 did not adduce any evidence.

Decision with Reason

The points for determination in this suit are that **whether the Plaintiff is entitled to get the decree as prayed for and to what other relief, if any, the Plaintiff is entitled.**

The plaintiff stated in his plaint that the cause of action of the suit arose on 16.06.1994 when the father of the plaintiff was missing from his house situated at H-16, Anandapuri, Barrackpore, PS- Titagarh, Dist. North 24 Parganas. The plaintiff lodged missing diary being no. 1445 before Titagarh P.S. dated 21.06.1994 but till date the plaintiff has not received any information regarding his father namely Arun Majumder. Therefore, the plaintiff, by invoking Section 108 of the Indian Evidence Act, prayed for decree on presumption death of his father namely Arun Majumder in the eye of law.

In order to prove her case plaintiff gives evidence before this Court as PW1 and produced some documents which were marked as **Exhibit 1 to 3 collectively.**

It is the contention of the Plaintiff that he had made several attempts to trace out his father namely Arun Majumder but did not get any information with regard to his father's whereabouts.

From the report of SI, Sujit Biswas, Titagarh PS in reference to GDE no. 1445 dated 21.06.1994, it appears that Arun Majumder was missing from June, 1994 and till date he was not returned to his house.

Prayathna Kangny
20.03.2025

CHANDRA



Apart from that the plaintiff had made paper publication regarding missing of his father namely Arun Majumder in daily English Newspaper 'The Telegraph' on 09.08.2019 and in bengali newspaper 'Anandabazar Patrika' on 17.08.2019, which were marked as **Exhibit 2 in series.**

Now, before come to a conclusion, let us also discuss the law relating to missing of a person under Section 107 read with Section 108 of Evidence Act. Section 107 & Section 108 of Evidence Act is as under:

"Section 107. Burden of proving death of a person known to have been alive within Thirty years-When the question is whether a man is alive or dead, and it is shown that he was alive within Thirty years, the burden of proving that he is-dead is on the person who affirms it.

Section 108. Burden of proving that person is alive who has not been heard of for Seven years- Provided that when the question is whether a man is alive or dead, and it is proved that he has not been heard of for Seven years by those who would naturally have heard of him if he had been alive, the burden of proving that he is alive is shifted to the person who affirms it."

The principle discernible from a combined effect of in Sections 107 and 108 provisions has been summarised in the book, Sir John Woodroffe and Amir Ali's 'Law of Evidence,' 15th Edn. (1991) at pages 672-673 thus:

"Section 107 deals with the presumption of continuation of life, whereas Section 108 deals with the presumption of death. Section 108 enacts a proviso to Section 107 by specifying that when a person was continuously absent for seven years and he was not heard by his friends and neighbours he may be presumed to have died and the burden of proving that he is alive shifts on the person that he is alive. The presumption of continuance of life under Section 107 ceases at the expiration of seven years from the period when the person in question was last heard of. The presumption under Section 107 will apply when the question is whether a person was alive or dead and not where the question is whether the person was alive or dead on a particular date."

Prayabha Chatterjee
20.03.2019
Judge (Cr. Division)
2nd Court, Barrackpore
North 24 Parganas

20/03/2019

The presumption extends merely to the fact of death at the expiration of the seven years; but not to the time of death at any particular period, i.e. there is no presumption that the death took place after the end of the period of seven years or at any other particular time within that period. A person asserting that death occurred at any particular time must prove it like any other fact.

Evidence Act is a law of procedure and it does not create any substantial right and liability in favour of anyone. It simply facilitates the Courts in trial of a matter. It is established principle of law for Section 108 of Evidence Act that presumption under above provision could only be raised in any proceeding in which question arises that any person is dead or alive. Section 108 enables to draw a presumption that a person who has not been heard of for a period of seven years is dead. But however, no presumption can be raised at what time within that period he died as it is matter of fact which has to be proved by means of evidence and the burden of proving that any such person who is not heard of died at a particular time is on that person who asserts it.

In **Halsbury's laws of England** it has been observed, "there is generally no legal presumption either that the person concern was alive up to the end of period of not less than seven years or that he died at a particular point of time during such period, the only presumption being that he was dead at the time the question arose, if he has not been heard of during the preceding seven years. If it is necessary to establish that a person died at a particular date within the period of seven years this must be proved as a fact by evidence."

It was held by the Hon'ble Supreme Court of India in **LIC of India Vs Anuradha**, 2004(3) SCR 629:

"The law as to presumption of death remains the same whether in common law of England or in the statutory provisions contained in Section 107 and 108 of the Indian Evidence Act, 1872. In the scheme of Evidence Act, though Sections 107 and 108 are drafted as two Sections, in effect, Section 108 is an exception to the Rule enacted in Section 107. The human life shown to be in existence, at a given point of time which according to Section 107 ought to be point within 30 years calculated backwards from the date when the question arises, is presumed to continue to be living. The Rule is subject to a proviso or exception as contained in Section

Prayagrah Clarendon
20.03.2025
CNR No. WBNP- 160008572019
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North 24 Pergamans

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heard of him for 7 years the presumption raised under Section 107 ceases to operate. Section 107 has the effect of shifting the burden of 108. If the persons, who would have naturally and in the ordinary course of human affairs heard of the person in question, have not so proving that the person is dead on him who affirms the fact. Section 108, subject to its applicability being attracted, has the effect of shifting the burden of prove back on the one who asserts the fact of that person being alive. The presumption raised under Section 108 is a limited presumption confined only to presume in the factum of death of the person whose life or death is in issue. Though it will be presumed that the person is dead but there is no presumption as to the date or time of death. There is no presumption as to the facts and circumstances under which the person may have died. The presumption as to death by reference to Section 108 would arise only on lapse of Seven years and would not by applying any logic reasoning be permitted to be raised on expiry of 6 years and 364 days or at any time short of it. An occasion for raising the presumption would arise only when the question is raised in a Court, Tribunal or before an authority who is called upon to decide as to whether a person is alive or death. So long as the dispute is not raised before any forum and in any legal proceedings the occasion for raising the presumption does not arise.

Prayash Chandra
20.03.2025
Civil Judge (N. Division)
Indraprastha
North 24 Parganas

Further the Hon'ble Supreme Court has held that "Neither Section 108 of Evidence act nor logic, reason or sense permit a presumption or assumption being drawn or made that the person not heard of for seven years was dead on the date of his disappearance or soon after the date and time on which he was last seen. The only inference permissible to be drawn and based on the presumption is that the man was dead at the time when the question arose subject to a period of seven years absence and being unheard of having elapsed before that time."

However, the principle on which the Court presumes the death of a person of whom no tidings have been received for a long period of time, is that if he were living, he would probably have communicated with some of his friends and relatives.

In *Parikhit vs Champa*, AIR 1967 Ori 70, it was held by the Hon'ble Orissa High Court that presumption of Civil Death or fictional death

20.03.2025

under Section 108 tantamount to physical death in the eye of law.

In the instant suit, the date of missing of Arun Majumder, the father of the plaintiff is certain i.e on 16.06.1994 and the Titagarh P.S. has confirmed the date of missing on 16.06.1994 as per the information of GDE being no. 1445 dated 21.06.1994, as appears from report of SI, Sujit Biswas, Titagarh PS. Therefore the father of the plaintiff namely Arun Majumder is missing for more than seven years. From **Exhibit 2 in series** it appears to this Court that two paper publications were done before institution of this suit on 09.08.2019 and 17.08.2019 but inspite of that the plaintiff has not received any information regarding his missing father namely Arun Majumder till date.

In the view of above discussion this Court is of the view that plaintiff is entitled to get a decree as prayed for.

As a result, suit succeeds.

Court Fee paid is correct.

Hence, it is

ORDERED

that the suit be and the same is decreed on contest without any order as to cost.

The plaintiff namely, Abhishek Majumder is entitled to get decree as prayed for on presumption of death of his father Arun Majumder in the eye of law.

The other reliefs are thus refused.

The suit is, thus, disposed of.

Dealing Assistant is directed to prepare the decree within 15 days of passing of this Judgment and place it before this Court for signature.

Note in relevant Register.

D/C by me.

CJJJD 2nd Court

Barrackpore

Civil Judge (Jr. Division)
2nd Court, Barrackpore
North 24-Parganas

Prayatna Chakrabarty 20/03/2025
Civil Judge(Jr.Divn.),2nd Court,

Barrackpore

Civil Judge (Jr. Division)
2nd Court, Barrackpore
North 24-Parganas

West Bengal Form No. 3263.

HIGH COURT FORM NO.(J) 25

DECREE IN ORIGINAL SUIT

(Order XX, Rules 6 and 7, Code of Civil Procedure)



DISTRICT: NORTH 24 PARGANAS :-

IN THE COURT OF LEARNED CIVIL JUDGE (JUNIOR DIVISION)

2nd COURT AT BARRACKPORE

Title SUIT NO.: 488 OF 2019.

Sri Abhishek Majumder S/O. Arun Majumder
Residing at P.O & village - Pamfara, P.S. - Ramaghat,
District - Nadia, Pin no - 741402.

— — — — — Plaintiff.

VERSUS

1) The State of West Bengal, Represented through the
chief Secretary, Govt. of West Bengal, Nalbari,
Howrah - 711102. PLAINTIFFS.

2) Administrative General of West Bengal, New Secreta-
riat Building, 1, No. ~~VERSUS~~ Kiran Sankar Roy Road,
P.S - Hare Street, Kolkata - 700001.

— — — — — Defendants.
3) Smt. Rita Majumder, W/O. Arun Majumder
Residing at P.O & village - Pamfara, P.S. - Ramaghat,
District - Nadia, Pin no - 741402.

— — — — — Added DEFENDANT.

Claim For: Suit for declaration and conseque-
ntial Reliefs valued at Rs. 100/-

[Handwritten signature]
JUDGE



This Suit Coming on this the 20th day of March, 2025 for final disposal before Smt. Priyanka Ganguly, Civil Judge (Jr. Divn.) 2nd Court, Barrackpore

In the Presence of:-

Sri Tapas chandra

----- Ld. Advocate for the Plaintiff(s).

and of:-

Sri Shyamal Chattopadhyay.

----- Ld. Advocate for the Defendant(s).

It is ordered and decreed that the suit be and the same is decreed on contest without any order as to cost.

The plaintiff namely, Abhishek Majumder is entitled to get decree as prayed for on presumption of death of his father Arun Majumder in the eye of law.

2
ORDERED

Costs of Suit

Plaintiff	Rs.	P.	Defendant	Rs.	P.
1. Stamp for plaint			1. Stamp for power		
2. Stamp for power			2. Stamp for petitions and power		
3. Stamp for petitions and power			3. Costs of exhibits including copies made under the Bankers's Book's Evidence Act, 1891		
4. Costs of exhibits including copies made under the Bankers's Book's Evidence Act, 1891			4. Pleaders' fee on Rs.		
5. Pleaders' fee on Rs.			5. Subsistence and travelling allowances of witnesses (including those or party if allowed by Judge)		
6. Subsistence and travelling allowances of witnesses (including those or party if allowed by Judge)			6. Process fees		
7. Process fees			7. Commissioner's fees		
8. Commissioner's fees			8. Demi - paper		
9. Demi - paper			9. Cost of transmission of records		
10. Cost of transmission of records			10. Other costs allowed under the Code and Civil Rules and Orders		
11. Other costs allowed under the Code and Civil Rules and Orders			11. Adjournment Costs and paid in cash (to added or deducted as the case may be)		
12. Adjournment Costs and paid in cash (to added or deducted as the case may be)					
Total.....			Total.....		

Note 1 - The parties should supply as soon as possible for the return of all exhibits which they may wish to preserve as they will be destroyed at the time prescribed by the High Court (Rule 557 et seq. Civil Rules and Orders Vol. I)

Note 2 - The above noted or the Schedule of costs shall be pented through if there are no exhibits for return or no costs in favour of any party. (See note to Rule 486 Civil Rules and Orders Vol. I)