

appropriate authorities and the share of money receivable by the Owner in terms of the said Development Agreement shall be credited into the account of the Owner. \_\_\_\_\_

16. To accept any service of writ of summons or other legal process on behalf of and in the name of the Appointer and to appear in any court or authority as the said Attorney shall deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the Said Property in any court or before any authority as the Attorney may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Appointer or in the name of the Appointer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the Said Property and the development thereof. \_\_\_\_\_
  17. To appoint and engage on behalf of the Appointer pleaders, attorney, counsel and other legal agents as the said Attorney may think fit and proper and to discharge and reappoint them and pay and settle their fees and remuneration. \_\_\_\_\_
  18. To receive or pay and/or deposit on behalf and account of the Appointer all moneys including court fees etc. and to receive on behalf of the Appointer refund of the excess amount if any, paid and to give valid and effectual receipts in respect thereof.
- \_\_\_\_\_



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19. To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Appointer could do in person.
20. To do all such acts, deeds and things as may be required to be done for the purpose of accomplishment of the terms, goals and objectives of the Said Development Agreement.
21. Be it further noted that this Power of Attorney shall remain valid so long as the said Development Agreement subsists notwithstanding this power is being granted irrevocably.

**AND GENERALLY** to do all acts deeds and things for better exercise of the authorities herein contained which the Appointer could have lawfully done under its hands and seals, if personally present.

**AND WE** the Appointer doth hereby ratify and confirm and agree to ratify and confirm all and whatever the said Attorney shall lawfully do or cause to be done in or about the Said Property aforesaid in conformity with the terms and conditions mentioned in the Said Development Agreement.



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**THE SCHEDULE ABOVE REFERRED TO**  
(Description of the '**Said Premises**')

**ALL THAT** piece and parcel of Bastu land measuring an area about **53 (fifty three) satak equivalent to more or less 32 (Thirty two) Cottahs 1 (one) Chittack 43 (forty three) sq.ft.** pertaining to R.S. Dag No. 563,564 & 565, corresponding L.R. Dag No. 689,690 & 691 under R.S. Khatian No. 231, L.R. Khatin No. 1467 (previously 1343, prior thereto 643) alongwith under construction building structure consists of (i) **Block-1.** Entire Foundation, Ground & First floor slab with a store at ground floor level. (ii) **Block-2.** Entire Foundation, Ground, First & Second floor slab with block work at first floor level, measuring about 25000 sq.ft. of constructed area, out of which about 10480 sq.ft. at the ground floor, about 10480 sq.ft. at the First Floor and about 4040 sq.ft. at the Second Floor and nearly 60% of the super structure work including brick work of entire First Floor (8 Flats of Block – II), Gym and Community Hall, boundary wall at the two sides of land and 3 Phase electricity meter, under **Municipal Holding No. 3112, Jagannathpur (now known as Nazrul Sarani), Mission Pally Road, Kolkata - 700150,** Municipal Ward No. 8 within the limits of Rajpur – Sonarpur Municipality, Police Station – Sonarpur, within Mouza – Jagannathpur, J.L.No. 51, under A.D.S.R. - Sonarpur, District: - 24 Parganas (South).

R.S. DAG	L.R DAG	R.S KHATIAN	L.R. KHATIAN	AREA OF LAND WITHIN DAG (DEC.)	NATURE OF LAND
563	689	231	1467	18	BASTU
564	690	231	1467	19	BASTU
565	691	231	1467	16	BASTU

The said land is butted and bounded as follows:

On the North	:	By 22'-06" wide Municipal Road
On the East	:	Part of R.S. Dag Nos. 563, 560 & 562
On the West	:	Part of R.S. Dag Nos. 566 & 567
On the South	:	R.S. Dag No. 752



  
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**IN WITNESS WHEREOF** we have hereunto set and subscribed our respective hands and seals on this Development Power of Attorney on this the 18<sup>th</sup> day of January, 2019.

**SIGNED SEALED AND DELIVERED**

by the Parties at Kolkata in presence of:-

**WITNESSES:**

1. Rakesh Malik  
911 B, Bijoygarh  
Kolkata- 700032

2. Gopal Moudal  
1E, Dum Dum Road,  
Kat- 700030.

RMB Developer & Projects (P) Ltd.

*Ran Krishna Bhattacharya*  
Director

Signature of the  
**'OWNER  
/APPOINTER'/  
Executant"**

THE POWER IS  
ACCEPTED AS ABOVE

*(Ramkrishna Das)*

Signature of the  
**ATTORNEY  
SRI RAMKRISHNA  
DAS**

**DRAFTED BY:**

*Subhadip Dutta*  
**SUBHADIP DUTTA** Advocate  
Advocate  
High Court, Calcutta  
WB/21901/2002