



SUREKA

Legal/Alipore/POA

105785/2013 IV-910/13
भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

14.11.13 पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

N 008910

11-40
09801/13
B.P/A
Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document

District Sub-Registrar-I
Alipore South 24 Parganas

14 NOV 2013

TO ALL TO WHOM THESE PRESENTS SHALL COME, we, **GYANIRAM & SONS PRIVATE LTD.**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/4, Alipore Road, Kolkata - 700 027 SEND GREETINGS:

WHEREAS:

A) Gyaniram & Sons Private Limited [hereinafter referred to as 'GSPL'] is the Owner of premises No. 8/4, Alipore Road, Kolkata comprising by estimation an area of about 64 cottahs of land (hereinafter referred to as 'the

said premises') which was fully tenanted since long and was in possession of tenants.

- B) **GSPL** entered into an Agreement dated 28th April 1995 [hereinafter referred to as '**the said agreement**'] with **Concrete Developers Private Limited** now known as **Concrete Developers Limited** [hereinafter referred to as **CDL**] for development of the said premises on the terms and conditions contained in the said agreement.
- C) **GSPL** entered into agreements with its Tenants to vacate the old building standing on Phase II portion of the Premises in lieu of the tenants being made over one flat each upon completion of Phase I and handing over by **CDL** of the owner's allocation in Phase I of the proposed development under the said agreement to **GSPL** and in turn by **GSPL** to the **TENANTS** in settlement of their claims.
- D) Disputes and differences arose between **GSPL** and **CDL** at the time of handing over of possession of the owner's allocation in Phase I of the proposed development under the said agreement and pursuant thereto development of the said property in terms of the said agreement came to a standstill.
- E) In view of the disputes and differences which arose between **GSPL** and **CDL**, the said disputes were referred to arbitration by **CDL**.

- F) Various Disputes also arose between GSPL, its TENANTS and CDL in view of the long impasse over the development process contemplated by the said agreement;
- G) In order to resolve such Disputes GSPL, CDL and GSPL's Tenants entered into an agreement dated 23-09-2013 to refer their disputes to arbitration by Justice Chittatosh Mookerjee (Retired) and pursuant thereto the said disputes have since been referred to the Arbitration of Justice Chittatosh Mookerjee (Retired);
- H) By a Terms of Settlement dated 28-10-2013 executed by and between GSPL, CDL and GSPL's Tenants the disputes and differences between the parties thereto were settled in accordance with the terms contained therein;
- I) The pending arbitrations between GSPL and CDL and GSPL, CDL and GSPL's Tenants were disposed of by Interim Awards dated 30-10-2013 passed in terms of the settlement arrived at and as recorded in the Terms of Settlement dated 28-10-2013;
- J) In terms of the said Interim Awards dated 30-10-2013 referred to hereinabove and the said Terms of Settlement dated 28-10-2013 GSPL is required to execute *as* ~~is~~ irrevocable registered power of attorney in favour of Mr. Pradeep Sureka, son of Mr. B. D. Sureka and Mr. Prateek Sureka, son of Mr. Arun Sureka, both of 3/1, Dr. U. N. Brahmachari Street, Kolkata - 700 017 jointly

*Pradeep Sureka
Prateek Sureka*

as well as severally to execute conveyances for all flats to CDL and/or its nominees and the Tenants and/or their nominees either jointly or severally.

NOW KNOW YE BY THESE PRESENTS we, **GYANIRAM & SONS PRIVATE LTD.**, do hereby nominate, constitute and appoint the said **MR. PRADEEP SUREKA**, son of Mr. B. D. Sureka and **MR. PRATEEK SUREKA**, son of Mr. Arun Sureka, both of 3/1, Dr. U. N. Brahmachari Street, Kolkata - 700 017, as our true and lawful Attorneys for us, in our name and on our behalf to do exercise, execute and perform either jointly or severally all or any of the following acts, deeds, matters and things as mentioned hereinafter:

1. To execute conveyances for all flats allotted to CDL and/or its nominees in terms of the said Terms of Settlement dated 28-10-2013 and the awards dated 30-10-2013 PROVIDED THAT the said attorneys shall be entitled to execute conveyance in favour of CDL and/or its nominees in respect of Phase I and Phase II Part A, as defined in the said Terms of Settlement dated 28-10-2013, after possession of the allotment of GSPL and/or its nominees in Phase I and Phase II Part A, as defined in the said Terms of Settlement dated 28-10-2013, has been made over by CDL to GSPL and/or its nominees. Similarly the said Mr. Pradeep Sureka, son of Mr. B. D. Sureka and Mr. Prateek Sureka, son of Mr. Arun Sureka,

shall be entitled to execute conveyance in favour of CDL and/or its nominees in respect of Phase II Part B, as defined in the said Terms of Settlement dated 28-10-2013, after possession of the allotment of GSPL and/or its nominees in Phase II Part B, as defined in the said Terms of Settlement dated 28-10-2013, has been made over by CDL to GSPL and/or its nominees.

2. To execute conveyances for all flats allotted to the Tenants (as defined in the Terms of Settlement dated 28-10-2013) and/or their nominees in terms of and on the happening of the events mentioned in clause 36 of the said Terms of Settlement dated 28-10-2013 and the awards dated 30-10-2013.
3. To appear before the appropriate Registration Authority and present conveyances for all flats allotted to CDL and/or its nominees and the Tenants and/or their nominees in terms of the said Terms of Settlement dated 28-10-2013 and the awards dated 30-10-2013 before the Registration Authority.
4. It is hereby made clear that this Power of Attorney in favour of the Attorneys shall remain ~~restricted only~~ in respect of the matters referred to above which are to be performed in the manner referred to hereinabove and the said Attorneys shall not incur or create any

→ *Rajeev Chinnar*
Rajeev Chinnar


liability on the Owners and shall keep the Company/Grantor of this power duly indemnified.

AND GENERALLY to sign all letters correspondence and other documents and to execute and perform any act deed or thing whatsoever which ought to be done executed or performed in respect of the matters referred to above even though not expressly provided herein as fully and effectively to all intents and purpose as the Owners could do if personally present.

A N D we do hereby ratify and confirm and agree to ratify and confirm all and whatever our said Attorneys shall lawfully do or cause to be done in or about the said premises as aforesaid.

This Power of Attorney is being granted in terms of the Interim Awards dated 30-10-2013 passed by the Hon'ble Arbitrator Justice Chittatosh Mookerjee (Retired) for the matters as aforesaid and in the manner as envisaged and set out hereinabove.

Be it noted that this Power of Attorney is being granted in favour of the said attorneys without any consideration and no interest or right of the said attorneys is created on the property which is the subject matter of this Power of Attorney and that further the said attorneys shall not



hereby obtain or have power to make any construction or development work on the said property.

IN WITNESS WHEREOF, we, GYANIRAM & SONS PRIVATE LTD. have executed these presents on this ^{14th} day of November, 2013.

EXECUTED AND DELIVERED by
GYANIRAM & SONS PRIVATE LTD.,
the Owners abovenamed at
Kolkata in the presence of:

1. S. Sinha
Advocate
6, Old Post Office Street,
Kolkata - 700001.
2. Sapna
6, Old Post Office St.
Kof.

GYANIRAM & SONS PVT. LTD.

Tushar Chirmar

DIRECTOR

TUSHAR CHIRIMAR

GYANIRAM & SONS PVT. LTD.

Rajeev Chirmar

DIRECTOR

Drafted by:

Sayanlal

Advocate

6, Old Post Office St. Sec-1
Kolkata - 700001.



Government Of West Bengal
Office Of the D.S.R. - I SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : IV - 00910 of 2013
(Serial No. 05485 of 2013 and Query No. 1601L000009801 of 2013)

On 14/11/2013

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(d) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 7.00/-, on 14/11/2013

(Under Article : E = 7/- on 14/11/2013)

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.- /-

Certified that the required stamp duty of this document is Rs.- 50 /- and the Stamp duty paid as: Impressive Rs.- 50/-

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

Presented for registration at 12.19 hrs on :14/11/2013, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Rajeev Chirimar , one of the Executants.

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

Execution is admitted on 14/11/2013 by

1. Tushar Chirimar
Director, Gyaniram & Sons Private Ltd, 8/4 , Alipore Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027.
, By Profession : Business
2. Rajeev Chirimar
Director, Gyaniram & Sons Private Ltd, 8/4, Alipore Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027.
, By Profession : Business

Identified By Supravat Sen, son of Late R N Sen, 6, Old Post Office St, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Others.

(Kalidas Mandal)
DISTRICT SUB-REGISTRAR-I


(Kalidas Mandal)

DISTRICT SUB-REGISTRAR-I

EndorsementPage 1 of 1

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the D.S.R. - I SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 05485 / 2013, Deed No. (Book - IV , 00910/2013)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Rajeev Chirimar 8/4, Alipore Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	 14/11/2013	 LTI 14/11/2013	Rajeev Chirimar 14/11/13 RAJEEV CHIRIMAR

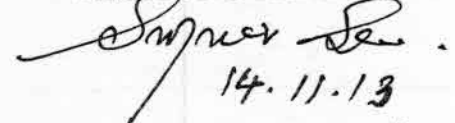
II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Tushar Chirimar Address -8/4, Alipore Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	Self	 14/11/2013	 LTI 14/11/2013	Tushar Chirimar 14/11/13 TUSHAR CHIRIMAR
2	Rajeev Chirimar Address -8/4, Alipore Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	Self	 14/11/2013	 LTI 14/11/2013	Rajeev Chirimar

Name of Identifier of above Person(s)

Supravat Sen
6, Old Post Office St, Kolkata, District:-Kolkata, WEST
BENGAL, India, Pin :-700001

Signature of Identifier with Date


14.11.13




(Kalidas Mandal)

DISTRICT SUB-REGISTRAR-I

Office of the D.S.R. - I SOUTH 24-PARGANAS

SPECIMEN FORM FOR TEN FINGER PRINTS



<i>John Chimma</i>	LEFT HAND					
	RIGHT HAND					



<i>Rajew Chimma</i>	LEFT HAND					
	RIGHT HAND					



	LEFT HAND					
	RIGHT HAND					

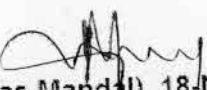


	LEFT HAND					
	RIGHT HAND					

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV
CD Volume number 3
Page from 783 to 794
being No 00910 for the year 2013.




(Kalidas Mandal) 18-November-2013
DISTRICT SUB-REGISTRAR-I
Office of the D.S.R. - I SOUTH 24-PARGANAS
West Bengal