

Annexure 'A'
Observations made by Chirimar Family on visit to Blocks 'A' & 'D'
Block 'D'

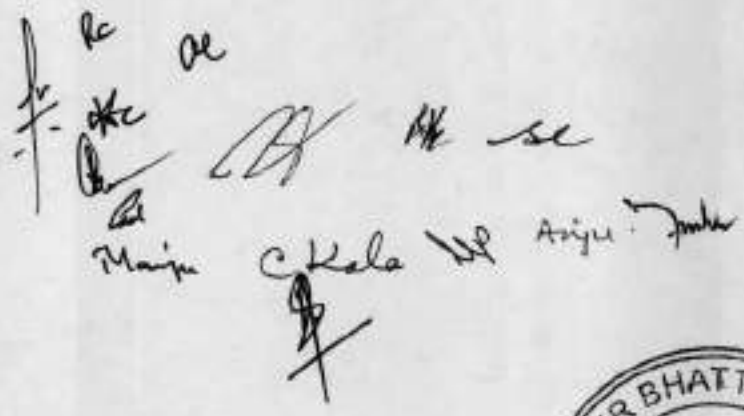
Sl/ No.	Observations	Developer's Comments	Action/Status
<u>Roof / Terrace</u>			
1.	Cracks on the roof. Cracks to be repaired	Will be repaired.	repaired
2.	Stair cover from Flat D7 to be removed.	Will be removed.	Removed

Flat D7

1.	Cracks in bedrooms.	Will be repaired.	Repaired
2.	Dampness in walls.	Will be repaired.	Repaired
3.	Some walls have white ants.	Already action has been taken.	Anti-termite treatment done

Flat D5

1.	Bathroom tiles have fallen off and broken	As you know, the tiles have been bought and fitted by owner through the vendors of their choice. So, we are not responsible for this work. But as goodwill gesture, we will fit it if the same is provided to us.	See developers comments
2.	Kitchen tiles also fallen off and broken	- do -	-- do -
3.	Rooms have white ants	Already action has been taken.	Anti-termite treatment done
4.	Cracks on wall	Will be repaired.	Repaired

Kc ac
 Kc ac
 Main C Kala Wp Anju Jaha




23 OCT 2013

Block 'A'

Flat A3

Inspection of Flat A-3 on 10/09/2013 at 8/4 Alipore Road, Kolkata and decisions thereon

Reference Mr. B.K. Chirimar's letter of 06/09/2013.

No.	Observations of Allottee	Developer's Comments at Site
1	Iron grill gate fitted at the entrance of the flat is dismantled.	Iron grill gate lying dismantled in the flat will be fitted outside the entrance door.
2	The doors, wooden frame, door sliding iron rail supports of the partition between the drawing room and adjoining room have been wrenched out from the walls and are lying dismantled in the flat.	Though this wooden assembly was fitted by the allottee, we shall try to fit this in the specified space.
3	In one bathroom, cake of iron particles has formed on the cistern by drippings from the exhaust drain pipe of the third floor.	Exhaust drain pipe will be rectified and the system top will be cleaned.
4	Doors of fitted wardrobes have been damaged and one/two doors wrenched out from their hinges.	This pertains to only the blue coloured wardrobe in one of the bedrooms. Will try to rectify to the extent possible.
5	The keys of all wardrobes in locked position are missing.	The allottee agreed that nothing needs to be done in this respect.
6	The granite top of one cabinet in the kitchen is cracked.	Small crack - repair does not seem feasible. Will try to repair to the extent possible.
7	Some glazed tiles in of the two bathrooms have been removed.	It was noticed that a narrow strip of tiles in one the bathrooms only had fallen off. Will try to rectify this strip with matching tiles, to the extent possible.
8		Dismantled tube light fittings lying in the flat will be re-installed.

[Handwritten signatures and initials]
A. Mani Chakrabarti NP Arjun Jha 2



10 JUL 2013

Re-inspection of 1st floor Flat D-1 on 05/09/2013 and decisions thereon

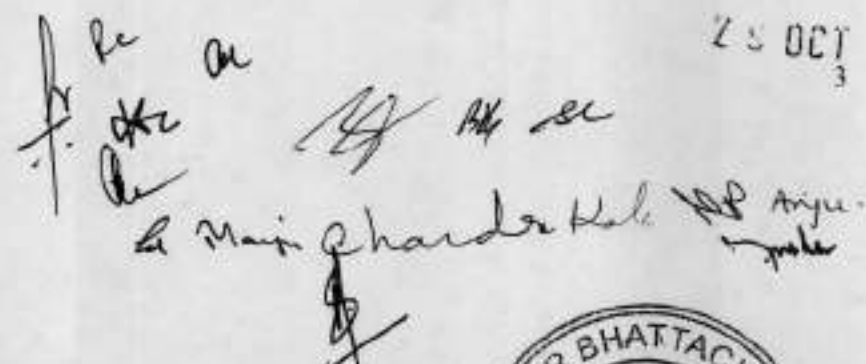
A. External

#	Observations at site	Developers comments at site
1	Open Verandah	
a)	Fencing/adequate security measure on the south boundary wall is essential to give adequate security to Flat D1 due to close proximity and easy access to open verandah.	Architect to find a suitable solution for proper fencing on & height of boundary wall to solve this apparent problem of risk to flat D1.
b)	Heavy MS sliding folding grill gate to be fitted outside bedroom door	Will check status and will provide if mentioned in Agreement

B. Internal

#	Observations at site	Developers comments at site
1.	Bedroom 1 (south-east side)	
a)	15Amp AC point burnt out	Will replace & provide on-off switch
b)	Bedroom door panel & lock damaged	Will be repaired/replaced
2.	Bedroom 2 (south-west side)	
a)	15Amp AC point burnt out	Will replace & provide on-off switch
b)	Termite marks on bathroom ceiling	Surface mark - Treatment was done
c)	3" Marble strip at door to open Verandah	Will be fixed
3.	Bedroom 3 (west side)	
a)	Bedroom-dressing room door lock damaged	Lock lever will be replaced
4.	Living / Dining areas	
a)	AC point missing on south wall living area	Socket to be given above window with on-off switch at lower level
b)	Few switches not fitted to electric sockets	All sockets will have a switch fitted
c)	Wash basin to be fitted in dining area	NOT required now by allottee
d)	Master TV Point broken in Living room area	Will be replaced
5.	Service Verandah	
a)	Sliding windows are jammed and misaligned	Will be repaired
b)	Wall below sliding window damaged with dampness	Will be repaired and cause will be taken care of
c)	Walls to be tiled/marbled in washing area	Will be done suitably in washing area
d)	Geyser point in verandah - switch was not noticed in the kitchen	Will check if fitted, else will provide switch in the kitchen
6.	General to entire Flat	
a)	Many electric sockets are without switches	Will fit Switch with each socket
b)	Collapsible/Grill gate to be fitted at main entrance door	Will be fitted
c)	CP fittings of Jaguar 'Florentine' range to be fitted in all toilets (not Continental range)	Will check if Florentine can be fitted - then will replace the present fittings
d)	4 direct telephone line in all BR & the DR	Will check & provide
e)	Intercom point between all flats and to lobby /darvan - this was not checked or noticed	-

Date: 09/09/2013



 & Main Charanda Kala

25 OCT 2013



- 499 -

COMMON TO ALL FLATS

Sl/No.	Observations	Developer's Comments	Action/Status
1.	All waste pipes and water pipes to be checked for leakages	We will thoroughly check the system before handover.	Checked & found OK,
2.	Most flats have white ants. Some kind of treatment to be done.		Anti-termite treatment done in all the flats.
3.	Wiring and switches and electrical's to be checked overall		Checked & replaced defective ones.
4.	All commode and waste lines to be checked		Checked & made fit for operation.
5.	In some flats switches missing.		Installed the missing ones.
6.	Lift & Lobby and Staircase.	In block A - passenger lift and service lift both running. Lobby has been appropriately completed. In block D - only service lift is running. Order for passenger lift was given but kept in abeyance. Lobby and staircase is unfinished.	Nothing to be done Passenger lift will be provided within 6/8 months depending upon time quoted for delivery. Lobby & Staircases will be appropriately completed within 4 months of the date of the interim awards.
7.	Electricity	Individual meter were installed in the name of previous allottees. Some meter are still active and others might have become disconnected due to non payment of electricity meter.	Meter connection to be checked and fresh application to be made to CESC by the individual allottees for activation of the same
8.	Water	Tubewell water connection is existing at present.	Based on approval / extension of the construction plan for Phase I & Phase II application will be made for domestic water & drainage connection for Phase I for occupiers use and Phase II for construction purpose upon regularization of the existing Occupancy Certificate.
9.	Drainage	At present the drainage is operational through drainage system of existing building.	

Updated on 11.08.12

Handwritten signatures and initials:
 K. M. S.
 A. K. S.
 A. K. S.

OCT 2013

Handwritten text:
 A. Mani Chakrabarti NP Arjun Prasad



- 50 -
Annexure 'B'

	Flat No.	Flat Area	Total
D. L. CHIRIMAR			
<u>Tenants of Chand Group</u>			
1 Chand Kumar Chirimar	NB "A6"	3614	
2 I.P. Chirimar Aman Chirimar, (Minor), under the age of 18 Years represented by	D2	2732	
3 Natural & Legal Guardian Aditya Chirimar	D4	2651	
4 Manjushree Chirimar	NB "B6"	2969	
5 Uma Chirimar	NB "B5"	2969	14935
P. L. Chirimar			
<u>Tenants of Chandra Kala Chirimar Group</u>			
1 Bina Chirimar & Akhil Chirimar	D3	2634	
2 Chandra Kala Chirimar	D5	2665	
3 Basant Kumar Chirimar	D6	2682	
4 Neerja Poddar	NB "B2"	2969	
5 Nisha Bhartia	NB "A2"	3614	14564
Bejoy Kumar Chirimar			
<u>Tenants of BK Group</u>			
1 BK Chirimar & Shakuntala Chirimar	A3	3462	
2 Shakuntala Chirimar & BK Chirimar	NB "B4"	2969	
3 Tushar Sons H.U.F.	D1	2715	
4 Anju Chirimar	NB "B8"	2969	
5 Tushar Chirimar	NB "B9"	2969	15084
R. N. Chirimar			
<u>Tenants of RNC Group</u>			
Keshav Chirimar	A1	3366	
Raghav Chirimar	NB "A4"	3614	
Rajeev Chirimar	NB "A9"	3614	
Rajeev Chirimar	NB "A8"	3614	14208
Tenants of Company			
Company Flat	D7	2635	
Company Flat	D8	2652	
			64078

Each Group shall be allotted 10 car parks, and the Company will retain the balance 5 car parks
Each Group shall be allotted equal number of covered and un-covered car parking spaces.

Handwritten signatures and notes:
 K. K. O. A. S. C. K. A. L. A.
 A. M. A. J. I. S. C. K. A. L. A.
 A. M. A. J. I. S. C. K. A. L. A.
 A. M. A. J. I. S. C. K. A. L. A.

20 OCT 2013





flats and 8 incomplete flats in block A & D. Phase II comprised of remaining portion of 8 incomplete flats of Block A & D and two more Blocks, B & C.

- E) 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.
- F) 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.
- G) In view of the disputes and differences which arose between GSPL and CDL, the said disputes were referred to arbitration by CDL.
- H) 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:

[Handwritten signatures and initials]

29 OCT 2013



- I) In order to resolve such Disputes GSPL, CDL and GSPL's Tenants entered into an agreement dated 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);
- J) By a Terms of Settlement dated 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;
- K) The pending arbitrations between GSPL and CDL and GSPL, CDL and GSPL's Tenants were disposed of by interim awards in terms of the settlement arrived at and as recorded in the Terms of Settlement dated
- L) In terms of the said awards referred to hereinabove and the said Terms of Settlement dated GSPL is required to execute an irrevocable registered power of attorney in favour of Mr. Pradeep Sureka and Mr. Prateek Sureka to enable CDL to apply for sanction of a new plan for Phase I, Phase II Part A and B;

NOW KNOW YE BY THESE PRESENTS we, GYANIRAM & SONS PRIVATE LTD., do hereby nominate, constitute and appoint the said

29 OCT 2013
 Manoj Chakraborty, Arjun Kumar



Mr. Pradeep Sureka son of Mr. B. D. Sureka and Mr. Prateek Sureka son of Mr. Arun Sureka both of 3/1 U. N. Brahmachari Street, Kolkata - 700017, jointly as well as severally 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 cause plan or plans for any building or buildings to be constructed on Premises No. 8/4 Alipore Road, Kolkata - 700027 comprising Phase I, Phase II Part A and B in the said Terms of Settlement dated [hereinafter referred to as "the said land"] to be prepared and for that purpose to sign and execute all papers or documents necessary or expedient as the case may be to submit such plan or plans to the Kolkata Municipal Corporation or other local authorities or other competent authorities to appear before the Kolkata Municipal Corporation and other authorities, to make necessary representations and to make payment of all necessary charges and fees and other amounts payable for sanctioning of such plan or plans and to apply for and obtain from the authorities concerned necessary sewerage drainage electric and other connections and permissions and approvals as may be necessary.

29 OCT 2013

f. to be *[Signature]* *[Signature]* *[Signature]*
[Signature]
 a. Mani Chakrabarti *[Signature]* *[Signature]*



- (2) To appoint and engage architects and engineers for developing and constructing building or buildings on the said premises or any part thereof and also from time to time appoint and employ agents, servants and clerks to assist in the development and management of the said premises and to remove any such architect engineer agents servants and clerk and to appoint others in their place and stead and to make payment to such architects engineers agents servants and clerks all allowances remuneration and salaries as the Attorneys or any of them as they in their absolute discretion think fit and proper.
- (3) To make sign execute present and file all applications plaints, petitions or written statement, tabular statements, vakalatnamas or any other document expedient or necessary in the opinion of the Attorneys or any of them to be made signed executed presented or filed in relation to the purpose aforesaid and such document or documents again to receive back.
- (4) To appear before the necessary authorities (including Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Fire Brigade, Competent Authority under the Urban Land Ceiling and Regulation

[Handwritten signatures]

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29 OCT 2018



Act, 1976, Kolkata Police) in connection with the execution of the said development project.

(5) To apply for and obtain electricity, water, sewerage, telephone connection and/or connections or any of the certificate or other certificates from the Kolkata Municipal Corporation and/or other authorities.

(6) 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 hereinabove and the said Attorneys or any of them shall not incur or create any 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 Attorney shall lawfully do or cause to be done in or about the said premises as aforesaid.

Re a [Signature] the se 9 OCT 2013
[Signature] Main Chala US Arjun [Signature]

- 5F
7

This Power of Attorney shall be irrevocable and shall remain in force till the completion of the matters as aforesaid and in the manner as envisaged and set out hereinabove.

IN WITNESS WHEREOF, we, GYANIRAM & SONS PRIVATE LTD. have executed these presents on this day of 2013.

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

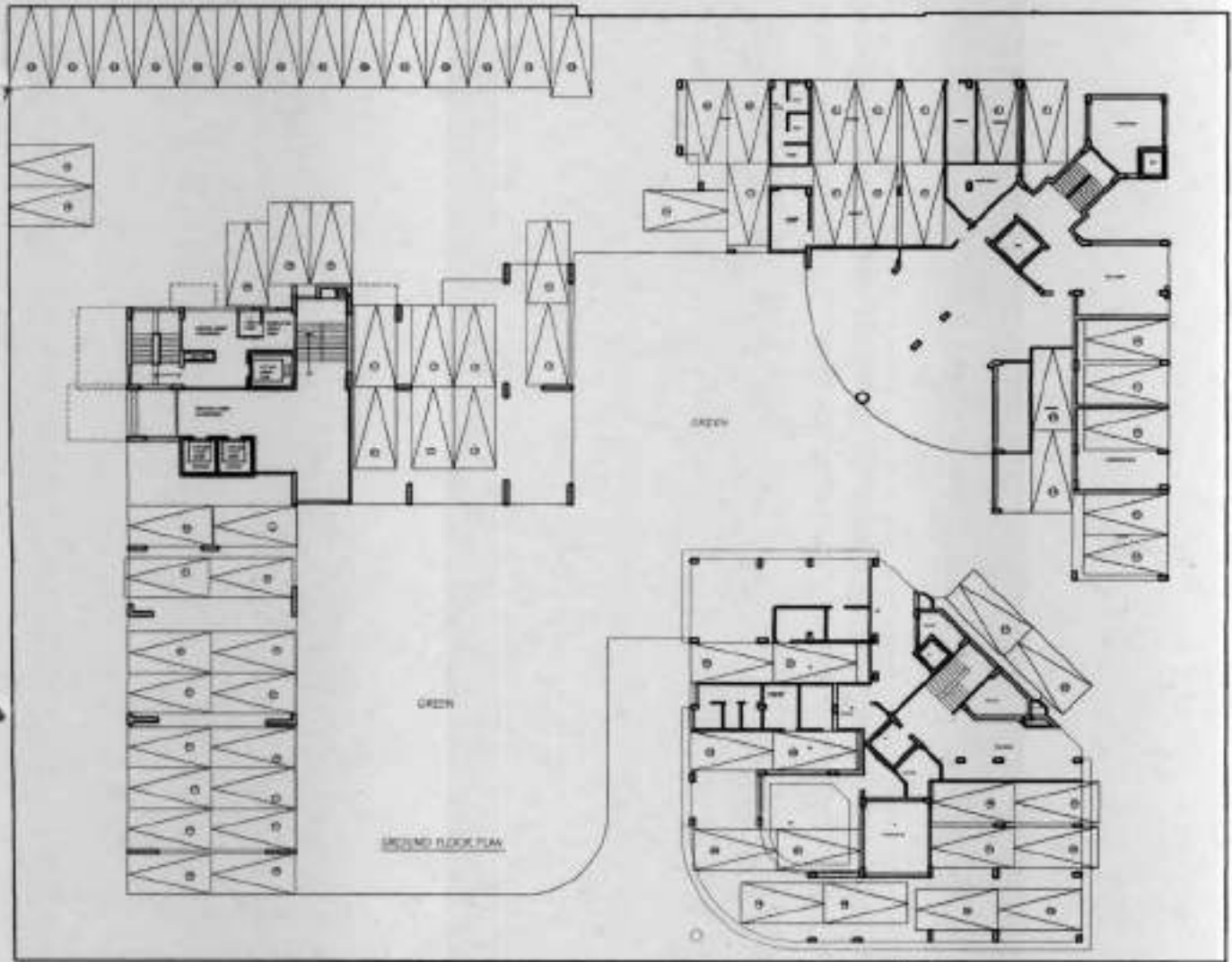


- 1.
- 2.

Drafted by:

lc ac
AK
AK
A Major Chhab
AK sc
AK sc
Anju

29 OCT 2013



SITE PLAN

24 OCT 2013

Handwritten signatures and initials:
- A signature on the left.
- 'AK' and 'SC' initials below the signature.
- 'De' and 'C/ptd' initials in the middle.
- 'Mr Arjun' and 'Pradeep' names on the right.
- 'Pradeep' and 'Arjun' signatures on the right.

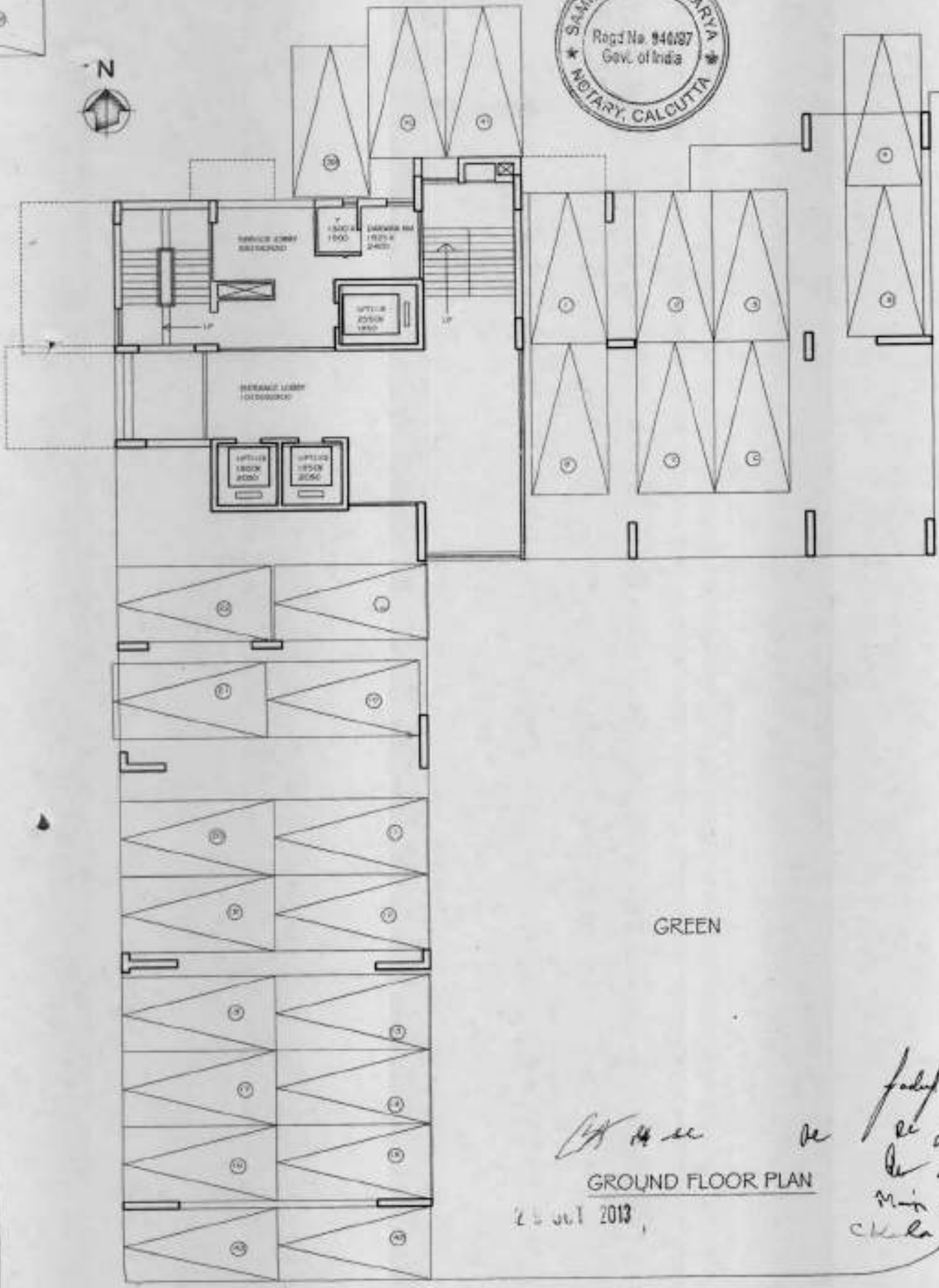
**PROPOSED RESIDENTIAL BUILDING
AT PREMISES NO. 8/4, ALIPUR ROAD.**

NOTE - FINAL GROUND FLOOR TO BE CONFIRMED AFTER EMC SANCTION.	
SITE PLAN	BOSE BROTHERS ARCHITECTS, ARCHITECTS, ENGINEERS, CITY PLANNERS & INTERIOR DESIGNERS.
SCALE :- 1:300 DATE :- 12.07.2011	11 B MEGHDOOT, 12 ROWLAND ROAD, KOLKATA - 700 020. KOLKATA * NEW DELHI 24756110 * 24752770

ALT-4



1



GROUND FLOOR PLAN

23 Jul 2013

Handwritten signatures and notes:
faded hand
Be
Min
Chela
Anju

NOTE :- FINAL GROUND FLOOR TO BE CONFIRMED AFTER NMC SANCTION

PROPOSED RESIDENTIAL BUILDING
AT PREMISES NO. 8/4, ALIPUR ROAD.

GROUND FLOOR PLAN

SCALE :- 1:125
DATE :- 12.07.2011

BOSE BROTHERS ARCHITECTS,
ARCHITECTS, ENGINEERS, CITY PLANNERS
& INTERIOR DESIGNERS.

10 BLENHEDDO, 12 ROWLAND ROAD,
KOLKATA - 700 090
KOLKATA * NEW DELHI
24752110 * 24756770

ALT-4



2



TYPICAL FLOOR PLAN
(1ST TO 10TH FLOOR)

12.07.2013
Handwritten signature and notes:
M. H. S. C.
fady...
re...
Main
Chhala

PROPOSED RESIDENTIAL BUILDING
AT PREMISES NO. 8/4, ALIPUR ROAD.

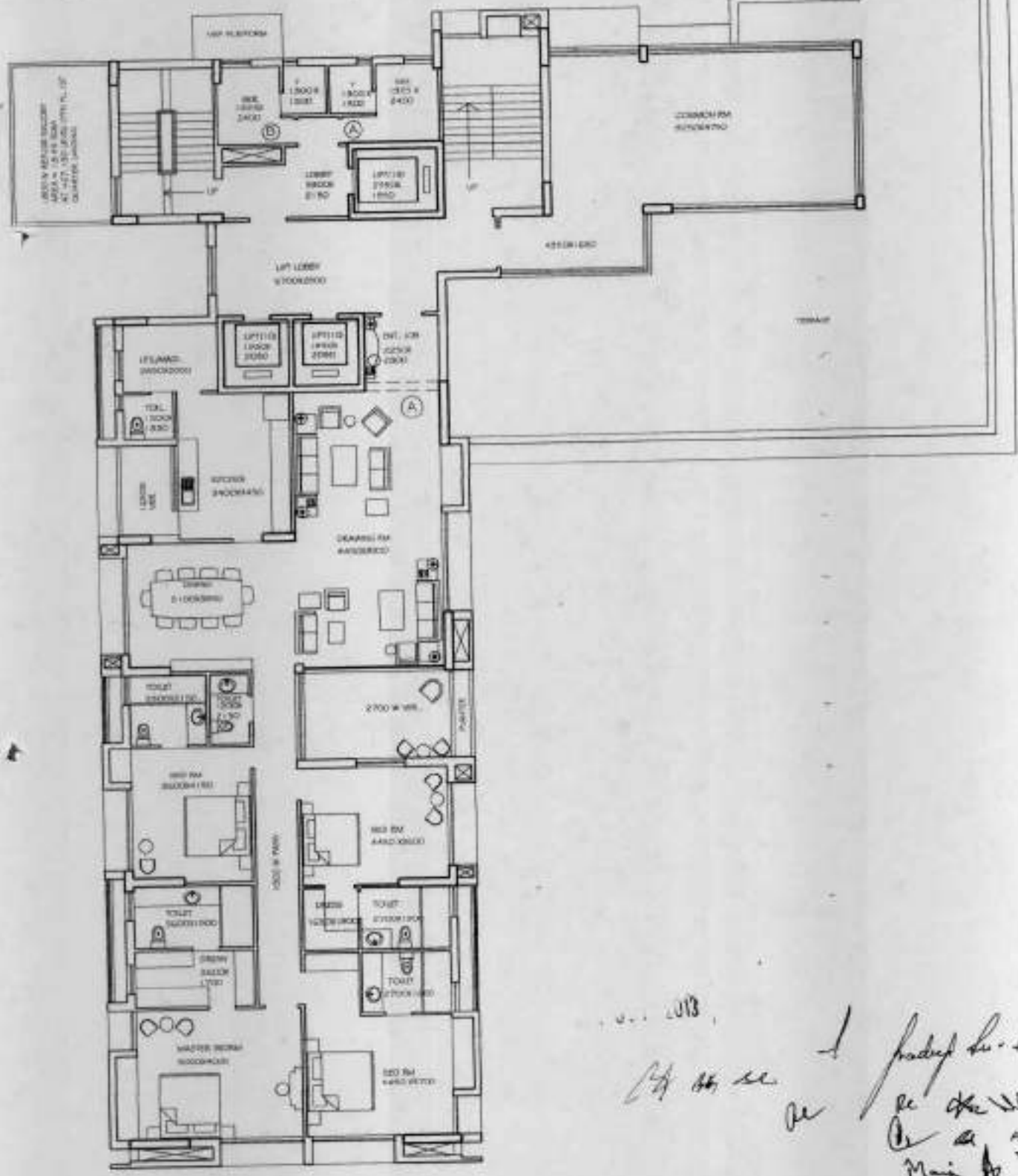
TYPICAL FLOOR PLAN
(1ST TO 10TH FLOOR)
SCALE - 1:125
DATE - 12.07.2011

BOSE BROTHERS ARCHITECTS,
ARCHITECTS, ENGINEERS, CITY PLANNERS
& INTERIOR DESIGNERS.
10 B WEDHOODY, 12 ROWLAND ROAD,
KOLKATA - 700 020
KOLKATA * NEW DELHI
24756110 * 24756770

ALT-4



3



11TH FLOOR PLAN

0.1. 2013
 per *[Signature]*
 per *[Signature]*
 per *[Signature]*
 Chhala *[Signature]*

ALT-4

PROPOSED RESIDENTIAL BUILDING
 AT PREMISES NO. 8/4, ALIPUR ROAD.

11TH FLOOR PLAN

SCALE: 1:125
 DATE: 12.07.2011

BOSE BROTHERS ARCHITECTS,
 ARCHITECTS, ENGINEERS, CITY PLANNERS
 & INTERIOR DESIGNERS.

10 B MESSEDOOT, 12 BOWMAN ROAD,
 KOLKATA - 700 020.
 NEW DELHI
 24756110 - 24756770



4

Annexure ESPECIFICATIONSELECTRICAL

1. Main distribution control panel of cubical type and ISI approved cables to be provided of Universal / Havels / KEI make or equivalent.
2. Three phase line from rising main to each flat where it is divided to single phase distribution board (DB) to each room. Separate DB for light and power point. All DBs to be equipped with MCB.
3. Size of wire for main line (from rising main to DB in the flat) should be 7/16. Each power point in the flat should have a separate line drawn from the DB using 7/20 copper wire for power and 3/20 copper wire for light. Copper earthing, preferably with one MCB per room including toilets, or as per guidelines of Electrical Consultants.
4. Adequate power should be available in each flat to run all lighting and power points simultaneously as per CESC norms.
5. All wires to be concealed and of Copper KDK / Rajnigandha / KEI / POLYCAB make minimum 440 Volt insulation for light and 1100 volts for power.
6. All sockets, switches to be of North West / Schneider / Siemens or similar spring loaded sockets. Geyser points in bathrooms.
7. 4 Direct line telephone wiring to each flat terminating at DR and the master BR. Calling Bell from kitchen to servant quarters.
8. Intercom between all flats and to lobby / darwan.
9. All flats will have provision for VRF / VRV A/c. Builder's responsibility will be to provide only ledge for outdoor unit. Efforts will be also be made to have similar arrangement in block A & D.

WATER AND SEWAGE

1. All concealed lines in bathrooms to be 3/4" dia CPVC pipe.
2. All pipes above 2" dia to be CPVC pipe.
3. CPVC pipe for water. Centrifugal Cast Iron pipe for Soil / Waste line

KITCHEN

29 OCT 2013

1. Maximum size L shaped counter as per Architect's drawings.
2. Stainless Steel sink as per Architect's drawings.
3. Separate corporation water tap.
4. Town gas pipeline will be provided by the Gas Vendors. All deposits / Charges to Gas company will be borne by occupants.
5. 3 nos. Electric power points and other light points.
6. Suitable garbage disposal area in complex.

Arjun

 Main Chalo



FLOORING

- 1. Drawing and Dining Room – Italian Marble or similar (Botachino).
- 2. All bed rooms will be with engineered wooden flooring with an option of Vetrified tiles.
- 3. Ceramic Tiles at Kitchen / Toilet and service area.
- 4. Necessary slope for drainage of water in bathroom, kitchen, verandah and terrace.

ROOF / TERRACE

- 1. The door at Roof / Terrace will be as per Architect's design.
- 2. Tap for watering in each side – as per Architect's design.
- 3. Water points in each building as per Architect's design.
- 4. Electrical light point at suitable place as per Architect's design.

LIFT

Two numbers in each block, one eight passenger automatic OTIS / KONE / SCHINDLER and one service lift for new building as per plan.

DOORS

- 1. 1200 mm wide main door of single leaf will be of panel type with double security lock and padlock system from inside and outside with eye hole. All the stiles and rails will be made of Teak wood and the panel will be teak veneered particle board.
- 2. All others doors will be of solid Flush type with both sides teak veneered.
- 3. All door frames will be 5" X 2.5" chemically treated 1st class Hard wood with cover moulding on both sides.
- 4. Brass / CP / SS fittings such as hinge, screw, handle and latch etc.
- 5. Laquer / Spirit polish for door shutter.
- 6. Width of inside doors as per Architects plan.

WINDOWS

20 Oct 2012

- 1. All windows will be of chemically treated 1st class hard wood in block A / D and in new building glazed Aluminium windows.
- 2. We shall provide grills as per standard design if requested by any individual owner's.
- 3. Bathroom windows to be in two sections, Top to be tophung or Swivel type.


 A. Mani Chakraborty
 Arjun Chakraborty



TOILET

Each to have

1. One WC single syphonic with fittings and water tap.
2. One full size mirror above wash basin on marble counter.
3. One bath / shower area - (No Marble).
4. Ceramic tiles on the floor and Ceramic tiles on walls upto 7' level.
5. Floor to be waterproofed.
6. Hot and Cold water mixer in basin and bath / shower.
7. All sanitary ware shall be white of reputed brand - KOHLER / JAQUAR / PARRYWARE / HINDWARE
8. CP fittings may be of Jaquar make or equivalent.

WALLS & CEILINGS

1. Plaster of Paris finish inside average 3 mm thick.
2. External wall finishing shall be plaster with acrylic based paint.

GENERATOR and TRANSFORMER

Generator of adequate capacity to give 3000 watts of power per 3 BR flat in front buildings and 4000 watts per 4 BR flat in the rear buildings with automatic changeover with limit fuse at actual cost. However for GSPL and its Tenants or nominees there will be no Capital Cost involved as regards to Generator and Transformer.

WATER

One Corporation water point in kitchen. Suitable pump of adequate capacity to lift water to each building Overhead tank. Separate underground and overhead tank for corporation water. Tubewell water to be softened, if required.

MASTER TV ANTENNA

D.T.H. of TATA / Airtel or similar connection to Drawing Room and all bedrooms.

WAITING AREA

For drivers with light, fan and toilet.

28 OCT 2013

[Handwritten signatures and notes]
Main Chhala
Aiyu



VERANDAH

Heavy MS grills with sliding folding doors in block A / D, New block Aluminium sliding door only.

COMMON STAIRS / LIFT / LOBBY

1. Lift wall: CERAMIC TILES / STONE.
2. Lobby Floor: CERAMIC TILES (Vitrified) / STONE.
3. Stair Case: Any stone or any other suitable materials.
4. Stair Hand Rail: M.S. Pipe in new block as per Fire Dept. rule.

GENERAL

Water connection for washing car and for gardening – as per Architect's design.

The above specification will be amended and following extra facilities will be offered without extra costs to owners, in respect of the flats in which the owners would stay themselves.

1. Main door of up to 4'-6" width may be of double leaf panel. All the stiles and rails will be made of Teak wood and the panel will be teak veneered particle board.
2. Inside door shutters will be of teak veneered solid flush door.
3. Single siphonic WC will be provided.
4. All sanitary ware shall be white of reputed brand -KOHLER / JAQUAR / PARRYWARE / HINDWARE
5. Electrical layout will be as per owners' choice as far as practical to be provided within 30 days of written communication. No changes after that.
6. Master antenna point will be provided in every bedroom.
7. Telephone line point will be provided in every bedroom.
8. Geyser point in the kitchen if required.
9. Friction hinges will be provided subject to Architects approval.
10. Generator will be provided without Capital cost.
11. All other maintenance charges shall be borne by occupants.
12. Ceramic tiles will be provided in bathrooms and kitchen.
13. Wash basin in dining room if required subject to Architect's approval.
14. Bed room flooring – Marble as laid in flats D1 & D7 of Block-D in the same complex.

28 OCT 2013

[Handwritten signatures and initials]
A. Mani Chakraborty
Arijun Chakraborty

Annexure 'F'

Advanced to from GSPL	Advanced Received	Flats Allotted to	Return of Advance by :	Returnable against Conveyance	Amount
1 I.P. Chirimar	251,000.00	I.P. Chirimar	I.P. Chirimar	D2	251,000.00
2 Raj Kumar Chirimar	251,000.00	Aman Chirimar (Minor)	Aditya Chirimar	D4	251,000.00
3 Dhanoo Lall & Sons	251,000.00	Manjushree Chirimar	Dhanoo Lall & Sons	NB "B6"	251,000.00
4		Chand Kumar Chirimar		NB "A6"	
5 Uma Chirimar	251,000.00	Uma Chirimar	Uma Chirimar	NB "B5"	251,000.00
Bina Chirimar & Akhil Chirimar					
1 Chirimar	83,333.00	Bina Chirimar & Akhil Chirimar	Bina Chirimar & Akhil Chirimar	D3	83,333.00
2 Chandra Kala Chirimar	669,667.00	Chandra Kala Chirimar	Chandra Kala Chirimar	D5	220,000.00
3 Basant Kumar Chirimar	251,000.00	Basant Kumar Chirimar	Basant Kumar Chirimar	D6	251,000.00
4		Neerja Poddar	Chandra Kala Chirimar	NB "B2"	220,000.00
5		Nisha Bhartia	Chandra Kala Chirimar	NB "A2"	229,667.00
B K Tushar H.U.F.					
1 B K Tushar H.U.F.	251,000.00	BK Chirimar & Shakuntala Chirimar	B K Tushar H.U.F.	NB "B4"	251,000.00
2 Shakuntala Chirimar	250,500.00	Shakuntala Chirimar & BK Chirimar	Shakuntala Chirimar	A3	250,500.00
3 Tushar Chirimar	125,500.00	Tushar Chirimar	Tushar Chirimar	NB "B9"	125,500.00
4 Anju Chirimar	125,500.00	Anju Chirimar	Anju Chirimar	NB "B8"	125,500.00
5 Tushar Sons H.U.F.	251,500.00	Tushar Sons H.U.F.	Tushar Sons H.U.F.	D1	251,500.00
Manju Devi Chirimar					
1 Manju Devi Chirimar	251,000.00	Keshav Chirimar	Manju Devi Chirimar	A1	251,000.00
Rajeev Chirimar					
2 Rajeev Chirimar	251,000.00	Raghav Chirimar	Rajeev Chirimar	NB "A4"	251,000.00
Sangita Chirimar					
3 Sangita Chirimar	251,000.00	Rajeev Chirimar	Sangita Chirimar	NB "A9"	251,000.00
Rajeev Chirimar H.U.F.					
4 Rajeev Chirimar H.U.F.	251,000.00	Rajeev Chirimar	Rajeev Chirimar H.U.F.	NB "A8"	251,000.00
GSPL					
1 GSPL		GSPL		D7 & D8	

4,016,000.00

29 OCT 2012

4,016,000.00

Handwritten notes:
 Ke maine kaha Anju se
 de se

Handwritten notes:
 Chalo maine
 Anju
 Anju





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) In terms of the said agreement **CDL** deposited with **GSPL** a sum of Rs. 1,00,00,000/- (One Crore) on account of interest free security deposit;

23 OCT 1995

D) **CDL** obtained sanctioned plans for construction of new buildings on the land comprised in the said premises to develop the said premises in two Phases as envisaged in the said agreement. Phase I comprised of 8 complete flats and 8 incomplete flats in block A & D. Phase II

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comprised of remaining portion of 8 incomplete flats of Block A & D and two more Blocks, B & C.

E) 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.

F) 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.

G) In view of the disputes and differences which arose between GSPL and CDL, the said disputes were referred to arbitration by CDL.

H) 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;

28 OCT 2013

I) In order to resolve such Disputes GSPL, CDL and GSPL's Tenants entered into an agreement dated to refer their disputes to arbitration by Justice Chittatosh Mookerjee (Retired) and pursuant thereto the

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said disputes have since been referred to the Arbitration of Justice Chittatosh Mookerjee (Retired);

J) By a Terms of Settlement dated 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;

K) The pending arbitrations between GSPL and CDL and GSPL, CDL and GSPL's Tenants were disposed of by interim awards in terms of the settlement arrived at and as recorded in the Terms of Settlement dated

L) In terms of the said awards referred to hereinabove and the said Terms of Settlement dated GSPL is required to execute an 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 U. N. Brahmachari Street, Kolkata - 700017 jointly 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;

9 OCT 2012

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 U. N. Brahmachari Street, Kolkata - 700017, as our true and lawful Attorneys for us, in our name and on our behalf to do exercise, execute and

[Handwritten signatures and initials]
C. Kala
Ariya



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 and the awards dated PROVIDED THAT the said attorney 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, 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, 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, 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, has been made over by CDL to GSPL and/or its nominees.

10 OCT 2013

2. To execute conveyances for all flats allotted to the Tenants (as defined in the Terms of Settlement dated) and/or their nominees in terms of and on the happening of the events mentioned in clause 36 of

[Handwritten signatures and initials]
Anju Chakraborty
K. K. Majhi



the said Terms of Settlement dated and
the awards dated

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 and the awards dated 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 Attorney shall not incur or create any 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.

2007

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

[Handwritten signature]
se

[Handwritten signatures]
Chhala Arjun Jindal



This Power of Attorney shall be irrevocable and shall remain in force till the completion of the matters as aforesaid and in the manner as envisaged and set out hereinabove.

IN WITNESS WHEREOF, we, **GYANIRAM & SONS PRIVATE LTD.** have executed these presents on this day of, 2012.

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

- 1.
- 2.

Drafted by:

28 OCT 2012

Handwritten signatures and initials:
Kc
f. B
Kc
h
Mani
Chela
[Signature]
[Signature]
[Signature]



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) In terms of the said agreement CDL deposited with GSPL a sum of Rs. 1,00,00,000/- (One Crore) on account of interest free security deposit;
- D) CDL obtained sanctioned plans for construction of new buildings on the land comprised in the said premises to develop the said premises in two Phases as envisaged in the said agreement. Phase I comprised of 8 complete flats and 8 incomplete flats in block A & D. Phase II

28 OCT 1995

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comprised of remaining portion of 8 incomplete flats of Block A & D and two more Blocks, B & C.

- E) 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.
- F) 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.
- G) In view of the disputes and differences which arose between GSPL and CDL, the said disputes were referred to arbitration by CDL.
- H) 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;
- I) In order to resolve such Disputes GSPL, CDL and GSPL's Tenants entered into an agreement dated to refer their disputes to arbitration by Justice

19 00 1970

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C/Secy
Munir
All
Munir



Chittatosh Mookerjee (Retired) and pursuant thereto the said disputes have since been referred to the Arbitration of Justice Chittatosh Mookerjee (Retired);

J) By a Terms of Settlement dated 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;

K) The pending arbitrations between GSPL and CDL and GSPL, CDL and GSPL's Tenants were disposed of by interim awards dated in terms of the settlement arrived at and as recorded in the Terms of Settlement dated

L) In terms of the said awards referred to hereinabove and the said Terms of Settlement dated GSPL is required to execute an irrevocable registered power of attorney in favour of Mr. Chand Kumar Chirimar son of Late Sri Dhanoo Lal Chirimar residing at 10A, Alipore Park Place, Kolkata 700027 to execute conveyances for the five flats allotted to the D. L. Chirimar Group (as defined in the Terms of Settlement dated) and/or their nominees;

9 OCT 2013

NOW KNOW YE BY THESE PRESENTS we, GYANIRAM & SONS PRIVATE LTD., do hereby nominate, constitute and appoint the said Mr.

Handwritten signatures and initials, including 'Chela' and 'Anju'.



Chand Kumar Chirimar son of Late Dhanoo Lal Chirimar, of 10A, Alipore Park Place, Kolkata 700027 as our true and lawful Attorneys for us, in our name and on our behalf to do exercise, execute and perform all or any of the following acts, deeds, matters and things as mentioned hereinafter:

1. To execute conveyances for the five flats allotted to the D. L. Chirimar Group (as defined in the Terms of Settlement dated) and/or their nominees in terms of the said Terms of Settlement dated and the awards dated

2. To appear before the appropriate Registration Authority and present conveyances for the five flats allotted to the D. L. Chirimar Group and/or their nominees in terms of the said Terms of Settlement dated and the awards dated before the Registration Authority;

It is hereby made clear that this Power of Attorney in favour of the Attorney 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 Attorney shall not incur or create any liability on the Owners and shall keep the Company/Grantor of this power duly indemnified.

9 OCT 2013

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

Handwritten signatures and names: Chhala, Anju, etc.



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 Attorney shall lawfully do or cause to be done in or about the said premises as aforesaid.

This Power of Attorney shall be irrevocable and shall remain in force till the completion of the matters as aforesaid and in the manner as envisaged and set out hereinabove.

IN WITNESS WHEREOF, we, **GYANIRAM & SONS PRIVATE LTD.** have executed these presents on this day of, 2013.

EXECUTED AND DELIVERED by

GYANIRAM & SONS PRIVATE LTD.,

the Owners abovenamed at Kolkata

in the presence of:

1.

2.

09 OCT 2013

Drafted by:

Handwritten signatures and initials:
RC ac
f. De
AK
A Mani
Chalo
Anju



comprised of remaining portion of 8 incomplete flats of Block A & D and two more Blocks, B & C.

- E) 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.
- F) 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.
- G) In view of the disputes and differences which arose between GSPL and CDL, the said disputes were referred to arbitration by CDL.
- H) 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;
- I) In order to resolve such Disputes GSPL, CDL and GSPL's Tenants entered into an agreement dated to refer their disputes to arbitration by Justice Chittatosh Mookerjee (Retired) and pursuant thereto the

29 OCT 2013

[Handwritten signatures and initials]
Chala
Anju
Main
pater



Road, Kolkata 700022 as our true and lawful Attorneys for us, in our name and on our behalf to do exercise, execute and perform all or any of the following acts, deeds, matters and things as mentioned hereinafter:

1. To execute conveyances for the four flats allotted to the R. N. Chirimar Group (as defined in the Terms of Settlement dated) and the two flats allotted to Bejoy Kumar Chirimar and Shakuntala Chirimar and Shakuntala Chirimar and Bejoy Kumar Chirimar respectively and/or their nominees in terms of the said Terms of Settlement dated and the awards dated

2. To appear before the appropriate Registration Authority and present conveyances for the four flats allotted to the R. N. Chirimar Group and/or their nominees (as defined in the Terms of Settlement dated) and the two flats allotted to Bejoy Kumar Chirimar and Shakuntala Chirimar and Shakuntala Chirimar and Bejoy Kumar Chirimar respectively in terms of the said Terms of Settlement dated and the awards dated before the Registration Authority;

29 OCT 20

It is hereby made clear that this Power of Attorney in favour of the Attorney 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 Attorney shall not incur or create any liability on the Owners and shall keep the Company/Grantor of this power duly indemnified.

[Handwritten signatures and initials]
Chela
Aijun
Main



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 Attorney shall lawfully do or cause to be done in or about the said premises as aforesaid.

This Power of Attorney shall be irrevocable and shall remain in force till the completion of the matters as aforesaid and in the manner as envisaged and set out hereinabove.

IN WITNESS WHEREOF, we, GYANIRAM & SONS PRIVATE LTD. have executed these presents on this day of, 2013.

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

7 9 OCT 2013

- 1.
- 2.

Drafted by:

[Handwritten signatures and initials]
Kc
f. B
Kc
Main
Chala
Anju
Jaha



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) In terms of the said agreement **CDL** deposited with **GSPL** a sum of Rs. 1,00,00,000/- (One Crore) on account of interest free security deposit;
- D) **CDL** obtained sanctioned plans for construction of new buildings on the land comprised in the said premises to develop the said premises in two Phases as envisaged in the said agreement. Phase I comprised of 8 complete flats and 8 incomplete flats in block A & D. Phase II

28 OCT 2013

Handwritten signatures and initials:
Chala
Major
Ajay
Khalra
f.
Khalra
Khalra
Khalra
Khalra



comprised of remaining portion of 8 incomplete flats of Block A & D and two more Blocks, B & C.

E) 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.

F) 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.

G) In view of the disputes and differences which arose between GSPL and CDL, the said disputes were referred to arbitration by CDL.

H) 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;

19 OCT 2011

I) In order to resolve such Disputes GSPL, CDL and GSPL's Tenants entered into an agreement dated to refer their disputes to arbitration by Justice Chittatosh Mookerjee (Retired) and pursuant thereto the

[Handwritten signatures and initials]
Chole
Anju
Main



said disputes have since been referred to the Arbitration of Justice Chittatosh Mookerjee (Retired);

- J) By a Terms of Settlement dated
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;
- K) The pending arbitrations between GSPL and CDL and GSPL,
CDL and GSPL's Tenants were disposed of by interim
awards dated in terms of the settlement
arrived at and as recorded in the Terms of Settlement
dated
- L) In terms of the said awards referred to hereinabove and
the said Terms of Settlement dated GSPL is
required to execute an irrevocable registered power of
attorney in favour of Smt. Chandra Kala Chirimar wife of
Late Sri Purushottam Lal Chirimar residing at 8/4
Alipore Road, Kolkata 700027 to execute conveyances for
the three flats allotted to Nisha Bhartia, Neerja Poddar
and Chandrakala Chirimar as part of the P. L. Chirimar
Group (as defined in the Terms of Settlement dated
.....) and/or their nominees;

9 OCT 2013

NOW KNOW YE BY THESE PRESENTS we, GYANIRAM & SONS PRIVATE
LTD., do hereby nominate, constitute and appoint the said
Smt. Chandrakala Chirimar son of Late Sri Purushottam Lal
Chirimar, of 8/4, Alipore Road, Kolkata 700027 as our true

[Handwritten signatures and initials]
Joshi
Mishra
Chakraborty
A. Majhi



and lawful Attorneys for us, in our name and on our behalf to do exercise, execute and perform all or any of the following acts, deeds, matters and things as mentioned hereinafter:

1. To execute conveyances for the three flats allotted to Nisha Bhartia, Neerja Poddar and Chandrakala Chirimar as part of the P. L. Chirimar Group (as defined in the Terms of Settlement dated) and/or their nominees in terms of the said Terms of Settlement dated and the awards dated

2. To appear before the appropriate Registration Authority and present conveyances for the three flats allotted to Nisha Bhartia, Neerja Poddar and Chandrakala Chirimar as part of the P. L. Chirimar Group (as defined in the Terms of Settlement dated) and/or their nominees in terms of the said Terms of Settlement dated and the awards dated before the Registration Authority;

It is hereby made clear that this Power of Attorney in favour of the Attorney 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 Attorney shall not incur or create any liability on the Owners and shall keep the Company/Grantor of this power duly indemnified.

29 OCT 2011

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

Handwritten signatures and initials at the bottom right of the page, including names like Anju, Chela, and A. Manoj.

87-



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 Attorney shall lawfully do or cause to be done in or about the said premises as aforesaid.

This Power of Attorney shall be irrevocable and shall remain in force till the completion of the matters as aforesaid and in the manner as envisaged and set out hereinabove.

IN WITNESS WHEREOF, we, **GYANIRAM & SONS PRIVATE LTD.** have executed these presents on this day of, 2013.

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

- 1.
- 2.

29 OCT 2013

Drafted by:


 M. S. / R. C. A.
 A. F.
 K. C. K. P.
 A. Maji
 Chela Arjun Jaha



comprised of remaining portion of 8 incomplete flats of Block A & D and two more Blocks, B & C.

- E) 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.
- F) 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.
- G) In view of the disputes and differences which arose between GSPL and CDL, the said disputes were referred to arbitration by CDL.
- H) 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;
- I) In order to resolve such Disputes GSPL, CDL and GSPL's Tenants entered into an agreement dated to refer their disputes to arbitration by Justice Chittatosh Mookerjee (Retired) and pursuant thereto the

8 OCT 2013

[Handwritten signatures and initials]
Chala Anju Inke



said disputes have since been referred to the Arbitration of Justice Chittatosh Mookerjee (Retired);

- J) By a Terms of Settlement dated 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;
- K) The pending arbitrations between GSPL and CDL and GSPL, CDL and GSPL's Tenants were disposed of by interim awards dated in terms of the settlement arrived at and as recorded in the Terms of Settlement dated
- L) In terms of the said awards referred to hereinabove and the said Terms of Settlement dated GSPL is required to execute an irrevocable registered power of attorney in favour of Mr. Basant Kumar Chirimar son of Late Sri Purushottam Lal Chirimar residing at 8/4 Alipore Road, Kolkata 700027 to execute conveyances for the two flats allotted to Basant Kumar Chirimar and Bina Chirimar and Akhil Chirimar as part of the P. L. Chirimar Group (as defined in the Terms of Settlement dated) and/or their nominees;

9 OCT 2013

NOW KNOW YE BY THESE PRESENTS we, GYANIRAM & SONS PRIVATE LTD., do hereby nominate, constitute and appoint the said Mr. Basant Kumar Chirimar son of Late Purushottam Lal Chirimar, of 8/4, Alipore Road, Kolkata 700027 as our true and lawful

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91.



Attorneys for us, in our name and on our behalf to do exercise, execute and perform all or any of the following acts, deeds, matters and things as mentioned hereinafter:

1. To execute conveyances for the two flats allotted to Basant Kumar Chirimar and Bina Chirimar and Akhil Chirimar as part of the P. L. Chirimar Group (as defined in the Terms of Settlement dated) and/or their nominees in terms of the said Terms of Settlement dated and the awards dated

2. To appear before the appropriate Registration Authority and present conveyances for the two flats allotted to Basant Kumar Chirimar and Bina Chirimar and Akhil Chirimar as part of the P. L. Chirimar Group (as defined in the Terms of Settlement dated) and/or their nominees in terms of the said Terms of Settlement dated and the awards dated before the Registration Authority;

It is hereby made clear that this Power of Attorney in favour of the Attorney 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 Attorney shall not incur or create any liability on the Owners and shall keep the Company/Grantor of this power duly indemnified.

9 OCT 2013

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

Handwritten signatures and initials, including names like Chala, Annu, and Major.



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 Attorney shall lawfully do or cause to be done in or about the said premises as aforesaid.

This Power of Attorney shall be irrevocable and shall remain in force till the completion of the matters as aforesaid and in the manner as envisaged and set out hereinabove.

IN WITNESS WHEREOF, we, **GYANIRAM & SONS PRIVATE LTD.** have executed these presents on this day of, 2013.

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

- 1.
- 2.

9 OCT 2013

Drafted by:

[Handwritten signatures and initials]
Chakrabarti
Anju



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 is 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) In terms of the said agreement **CDL** deposited with **GSPL** a sum of Rs. 1,00,00,000/- (One Crore) on account of interest free security deposit;
- D) **CDL** obtained sanctioned plans for construction of new buildings on the land comprised in the said premises to develop the said premises in two Phases as envisaged in the said agreement. Phase I comprised of 8 complete flats and 8 incomplete flats in block A & D. Phase II

29 OCT 2013

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Anju C. K. Kale 1 RP



comprised of remaining portion of 8 incomplete flats of Block A & D and two more Blocks, B & C.

E) 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.

F) 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.

G) In view of the disputes and differences which arose between GSPL and CDL, the said disputes were referred to arbitration by CDL.

H) 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;

29 OCT 2013

I) In order to resolve such Disputes GSPL, CDL and GSPL's Tenants entered into an agreement dated to refer their disputes to arbitration by Justice Chittatosh Mookerjee (Retired) and pursuant thereto the

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said disputes have since been referred to the Arbitration of Justice Chittatosh Mookerjee (Retired);

J) By a Terms of Settlement dated 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;

K) The pending arbitrations between GSPL and CDL and GSPL, CDL and GSPL's Tenants were disposed of by interim awards dated in terms of the settlement arrived at and as recorded in the Terms of Settlement dated

L) In terms of the said interim awards referred to hereinabove and the said Terms of Settlement dated GSPL is required to execute an irrevocable registered power of attorney in favour of Mr. Tushar Chirimar son of Bejoy Kumar Chirimar residing at 8/4 Alipore Road, Kolkata 700027 to execute conveyances in respect of the three flats allotted to Tushar Sons (HUF), *as part of the B. K. Chirimar Group* Tushar Chirimar and Anju Chirimar, and/or their nominees in terms of the Terms of Settlement dated and the said interim awards;

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AL
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Chirimar
Anju

9 OCT 2013

NOW KNOW YE BY THESE PRESENTS we, GYANIRAM & SONS PRIVATE LTD., do hereby nominate, constitute and appoint the said Mr. Tushar Chirimar son of Bejoy Kumar Chirimar, of 8/4, Alipore Road, Kolkata 700027 as our true and lawful Attorneys for us,

Handwritten signatures and names:
Tushar Chirimar
Anju Chirimar
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in our name and on our behalf to do exercise, execute and perform all or any of the following acts, deeds, matters and things as mentioned hereinafter:

1. To execute conveyances in respect of the three flats allotted to Tushar Sons(HUF), Tushar Chirimar and Anju Chirimar and/or their nominees in terms of the Terms of Settlement dated and the said interim awards dated

2. To appear before the appropriate Registration Authority and present conveyances in respect of the three flats allotted to Tushar Sons(HUF), Tushar Chirimar and Anju Chirimar, and/or their nominees in terms of the Terms of Settlement dated and the said interim awards dated before the Registration Authority;

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The HUF
as part of the B.K. Chirimar Group
Min
Chirimar

It is hereby made clear that this Power of Attorney in favour of the Attorney 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 Attorney shall not incur or create any liability on the Owners and shall keep the Company/Grantor of this power duly indemnified.

9 OCT 2013

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

Handwritten signatures and names:
Tushar Anju
Chirimar
Min
Chirimar



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 Attorney shall lawfully do or cause to be done in or about the said premises as aforesaid.

This Power of Attorney shall be irrevocable and shall remain in force till the completion of the matters as aforesaid and in the manner as envisaged and set out hereinabove.

IN WITNESS WHEREOF, we, GYANIRAM & SONS PRIVATE LTD. have executed these presents on this day of, 2013.

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

- 1.
- 2.

Drafted by:

9 OCT 2013

[Handwritten signatures and initials]
Kc M
F. Kc
A. Mani
J. Arju
Chalo
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