

27/1/22



DEVELOPMENT POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME THAT I, SRI. NILESH SINGHANIA having PAN AWFPS4467G, son of Sri. Ramesh Prasad Singhania, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, permanent resident of 8, Ashutosh Dey Lane, Kolkata – 700006, Police Station – Girish Park, Post Office – Beadon Street, and presently residing at 2279 NW Stoney Creek Dr Issaquah, WA – 98027 and hereinafter referred to and called as the **EXECUTANT SENDS GREETINGS:**

WHEREAS by a Registered Deed or Indenture dated 29th April, 1930 executed between Bihari Lal Mullick as Vendor had sold, transferred, conveyed the said ALL THAT messuage tenement or dwelling house **TOGETHER WITH** piece and parcel of revenue paying land containing an area of 2 Cottahs 15 Chittacks 20 sq. ft. be the same or a little more or less situate and being premises No. 22/1, Ashutosh Dey Lane, Calcutta and now numbered as premises No. 8, Ashutosh Dey Lane, Calcutta comprised in Holding No. 279, Block No. 19, in the Northern Division of the Town of Calcutta in favour of Haribukush Bhagat as Purchaser and registered in the office of Registrar of Assurances Calcutta and recorded in Book No. I, Volume No. 70, Pages from 17 to 29, and being No. 1458 for the year 1930.

AND WHEREAS the said property was purchased out of the funds Haribox Gopiram (HUF) and was treated as HUF property of which the said Haribukush Bhagat was the Karta during his lifetime.

AND WHEREAS after the death of the said Haribukush Bhagat his son Gopiram Bhagat became Karta of the said HUF.

AND WHEREAS after the death of the said Gopiram Bhagat his son Prahlad Rai Bhagat became the Karta of the said HUF.

AND WHEREAS while seized and possessed of the said property the said Prahlad Rai Bhagat for Self and as Karta of the said Haribux Gopiram HUF gifted the said property by a Registered Deed of Gift dated 8th March 1972 to his grandson Piyush Kumar Bhagat the Vendor therein who then was a minor and was represented by his father and natural guardian Sri Nirmal Kumar Bhagat and the said Deed of Gift is registered in the office of Registrar of Assurances, Calcutta recorded in Book No. I, Volume No. 29, Pages 169 to 175, being No. 1471 for the year 1972

AND WHEREAS the said Piyush Kumar Bhagat attained majority on 28th May, 1981.

AND WHEREAS the said Piyush Kumar Bhagat the Vendor therein is otherwise seized and possessed of and is sufficiently entitled to the said property in fee simple as absolute owner thereof and the said property is absolutely free from all encumbrances save and except the said tenancy.

AND WHEREAS the Purchasers therein have contacted the Vendor therein for purchase of the said entire property with tenancy at and for

a consideration of Rs. 6,50,000/- (Rupees Six Lakhs Fifty Thousand) only which has been agreed to by the Vendor.

AND WHEREAS by a Registered Indenture dated 22.03.2002 executed between Piyush Kumar Bhagat as Vendor therein had sold the said land as mentioned in the Schedule thereunder written and in the First Schedule hereunder written in favour of Sri. Ramesh Prasad Singhanian, Smt. Sudha Singhanian, Sri. Rajat Kumar Singhanian, Sri. Nilesh Kumar Singhanian as Purchasers therein and landowners herein and same has been registered in the office of Additional Registrar of Assurances - II, Calcutta and recorded in Book No. I, Volume No. 1, Pages from 1 to 21, and being No. 02427 for the year 2002.

AND WHEREAS the said Sri. Nilesh Kumar Singhanian had attained the majority on 14th April 2002.

AND WHEREAS the said Sri. Ramesh Prasad Singhanian, Smt. Sudha Singhanian, Sri. Rajat Kumar Singhanian, Sri. Nilesh Kumar Singhanian became the absolute joint owners of the said property which is morefully described in the First Schedule hereunder written and they had jointly mutated their names in the records of the Kolkata Municipal Corporation being Assessee No. 110260300090.

AND WHEREAS the said Sri. Nilesh Kumar Singhanian as Executant by virtue of Power of Attorney dated 28.12.2020 executed from State of Washington, USA. Frankin being number J22009130 dated 31st December 2020 and duly attested from the Kolkata Collectorate Office

on 27/01/2021 thereby appointed his Constituted Attorney namely Sri Rajat Kumar Singhania to manage and look after his share in respect of the aforesaid mentioned property.

AND WHEREAS the said Executants herein Sri. Ramesh Prasad Singhania, Smt. Sudha Singhania, Sri. Rajat Kumar Singhania, and Sri. Nilesh Singhania as Landowners (And the said Nilesh Singhania represented by its constituted attorney Sri. Rajat Kumar Singhania), therein had executed a Registered Development Agreement on dated 27.09.2022, in favour of M/s. Bholenath Developers & Construction, a Partnership Firm, having PAN AAJFB7194D, represented by its partners Sri Umesh Kumar Kajaria and Sri Jayanta Sarkar, and same has been registered in the office of Additional Registrar of Assurances – I, Kolkata and recorded in Book No. I, and being No. 190108767 for the year 2022.

NOW KNOW BY THESE PRESENTS WITNESSES that, **SRI. NILESH SINGHANIA** executant, do hereby nominate, authorize, constitute and appoint **SRI UMESH KUMAR KAJARIA** son of Late Mohanlall Kajaria, having **PAN AMIPK2934M**, by Faith - Hindu, by Nationality – Indian, by Occupation - Business and residing at 80/B Jatindra Mohan Avenue, Police Station - Shyampukur, Post Office – Hatkhola, Kolkata - 700 005, and **2) SRI JAYANTA SARKAR**, son of Late Phani Bhusan Sarkar, having **PAN BFJPS1003L**, by Faith - Hindu, by Nationality – Indian, by Occupation - Business and residing at 34/E, Raja Naba Krishna Street, Kolkata - 700 005, Police Station –

Shyampukur, Post Office – Shyampukur, as my constituted, true and lawful **ATTORNEY** on my behalf to do inter alia the following acts deeds and things, viz.

1. To look after, manage and control the property written in the First Schedule hereunder for and on my behalf.
2. To negotiate with the intending purchasers for transfer of the property in respect of developer allocation and to settle the sale consideration and to make or execute and register Agreement for Sale and to execute proper Deed of Conveyance or Conveyances before the Registering authority in favour of the said Purchasers or his/their nominee(s) and produce and present the said instruments for and on my behalf for the purpose of transfer of the legal rights and settle everything as the said attorney deems fit and proper.
3. To receive earnest money or advances and or to receive the total sale consideration from the Purchasers against proper receipt for and on my behalf and all such proceeds shall be deposited in the bank account of the principal as prescribed in the Development Agreement.
4. To institute, commence, prosecute, carry on or defend or resists all suits and other actions and proceedings or be added as party or be non-sited or withdraw the same concerning the First Schedule property or any part thereof, or concerning anything in relation to the said property which the executants herein may be a party in



any court in civil, criminal, Revenue or Revisional jurisdiction, including special jurisdiction of the High Court under Article 226 of the Constitution of India etc. before Income Tax, Sale Tax/GST and Wealth Tax authorities and to sign and verify all plaints, written statements, accounts, inventories, to accept service of all summons, notices and other judicial processes, to execute any judgment, decree or order and to appoint & engage any solicitor, pleader, counsel or advocate and to sign and execute any Vakalatnama or other authority to act and plead for and on my behalf.

5. To appear before the Kolkata Municipal Corporation and other authorities and Government Departments and/or Offices and also all other State, Executive, Judicial or Quasi-judicial, Municipal and other authorities and also all Courts and Tribunals, for all matters connected with the said property which is morefully mentioned in the First Schedule hereunder written to sign all papers and documents in this regard for and on my behalf.
6. To represent before the any Financial Institutions/Banks (Nationalize or Private Institutions), to sign and execute the documents related to the said property on my behalf except any deed of mortgagage.
7. To represent in the local Police Station, and in the office of the Revenue of Government of West Bengal, Land Department and

other local authorities for and on my behalf and to protect lawful interest thereof.

8. To execute and sign all the deeds, agreements, and documents to be submitted before the relevant authorities including Registry Offices, for the purpose as mentioned in the Development Agreement.
9. To demolish and/or to remove and/or to take away all or any buildings and all other structures whatsoever including cleaning the land by cutting trees (if any) etc at present lying erected and/or built on the said property and to receive tenders and/or estimates and to enter into any contact for demolitions and on such terms and conditions as may think fit and proper by the said Attorney and to make all necessary expenditure for that purpose and expedite the same on my behalf in respect of the said property.
10. To sign make, prepare or cause to be made or prepared all or any sketches scheme, plans, modification plan, all completion and/or any other types of the plans, applications and all other papers or documents as may be necessary and/or required for the purpose of and/or for and/or in connection with and/or in relation to the construction and/or erection of residential/commercial building or buildings on the said property.
11. To make, sign, seal, execute, affirm, endorse, verify make over submit present file and deliver to any person or authorities or any

of them all or any such sketches, plans schemes applications and all other papers or documents and may be necessary and/or required for the purpose of and/or for and/or in connection with the sanction of the building plan/s including revised building plan and or any completion plan and/or other plans and/or for the sub division of the holdings of the said property and/or in relation to the construction and/or erection of the said buildings on the said property which is in the opinions of the said Attorney to be made, signed, sealed, executed, affirmed, endorsed verified and delivered for the said purpose on my behalf in respect of the said property.

12. To sign, make over, submit, present, file and deliver all or any such sketches, plans (building or any other plans) schemes, applications, petition, declarations, undertakings, gift deeds of splayed portions and/or all other papers and/or documents as may be necessary and/or required for any of the said purposes in relation to and/or in connection with the said property before the Kolkata Municipal Corporation and/or Local Bodies, Kolkata Improvement Trust, Fire Brigade Authority, Competent Authority under the Urban Land (Ceiling and Regulation) Act 1976, Electric Supply Board (CESC), Police Authorities, Pollution Control Board or any other Judicial Administrative or revenue authorities, Government officer or offices or other local or public authority or authorities whomsoever (hereinafter collectively) referred to as the said Authorities) in order to get all or any of the aforesaid plans, sketches and/or schemes duly sanctioned as aforesaid and all

necessary permissions licenses and/or approvals from the Authorities concerned on my behalf in respect of the said property.

13. To sign and apply for, obtain and renew all licenses and/or permits and/or permissions and/or approvals that may be necessary for carrying out the demolition, construction, new construction, decorating of the said building or buildings at the said property and/or for any other purpose concerning and/or in relation to the said property and to make, sign, seal, execute, endorse, affirm verify and deliver all applications, petitions, papers and/or documents as may be necessary and/or require for the said purposes and to make over, present deliver and register and/or to submit and file before the said authorities and/or any other officers or Authorities as may be required in the premises on my behalf in respect of the said property.
14. To accept all moneys on my behalf in regard to sale, lease, assignment or otherwise alienation of the said property and to give proper receipts and deposit to principal's bank account for his allocated share.
15. To commence, prosecute, enforce, defend, answer or oppose all actions and other legal proceedings and demands touching any of the matters aforesaid or any other matters in which my said property may hereafter be interested or concerned and if the said shall deem fit to settle, compromise, refer to arbitration, abandon,



submit to judgment or become non-suited in my such action or proceedings as aforesaid.

16. To declare and affirm all Plaints, written statements, applications, petitions, affidavits and other necessary documents in my names and on my behalf and to appear before any Judge, Magistrate, Revenue or other officer empowered by law to hear any suit or proceedings or any inquiry relating to the said property.
17. To demand, sue, enforce payment of and receive, and give receipts for all moneys, securities, debts goods etc. or to which the said property now or may hereafter become entitled.
18. For myself and on my behalf to accept any writ of summons or other legal process in respect of the said property, and to appear in person to represent us in any Court of Law or other Judicial Forum whatsoever in connection with the said property as the occasion demands and to perform any other acts, deeds, matters and things as shall be requisite or expedient for the purpose according to law and to engage pleader, Advocate, Counsel or Attorney and to sign the Vakalatnama to conduct the said proceeding or any of them on my behalf.

AND GENERALLY to do all acts, and things in the name of the Executant and **SRI. NILESH SINGHANIA**, the Executant herein, doth hereby ratify confirm and further agreed to ratify and confirm all and whatsoever acts, deeds and things so stated above that said

ATTORNEYS shall lawfully do or cause to be done in or about by virtue of these present.

-: FIRST SCHEDULE ABOVE REFERRED TO:-

ALL THAT undivided 1/4th share of the partly two storied and partly three storied brick built house **TOGETHER WITH** the piece and parcel of land thereunto belonging and on the part whereof the same is erected and built containing 2 Cottahs, 15 Chittacks and 20 sq. ft. be the same a little more or less situated lying at and being Premises No. 8, Ashutosh Dey Lane, Kolkata - 700006, Police Station – Girish Park previously Jorsanko, under Ward No. 26, within the limits of Kolkata Municipal Corporation, Registry office Calcutta in Holding No. 279, Block No. 19, in the North Division of Calcutta, butted and bounded in the manner following :

ON THE NORTH : By Ashutosh Dey Lane.

ON THE EAST : By 10A, Ashutosh Dey Lane

ON THE SOUTH : By Busti bearing Premises No. 6, Dinanath Mitra Lane.

ON THE WEST : By 6, Ashutosh Dey Lane.

IN WITNESSES WHEREOF I, being the Executant herein above named doth hereunto set and subscribe my hand and seal in presence of the witnesses named herein below on this the 29 day of October, Two Thousand and Twenty Two.

SIGNED, SEALED AND DELIVERED

By in presence of:

Nilesh Singhania

SIGNATURE OF THE EXECUTANT

WITNESSES:

1. *Sweta Nevatia*

2. *Nikhil Hunter*

SIGNATURE OF THE ATTORNEY

Drafted by me:

Advocate
High Court, Calcutta



Himani
Assistant Consular Officer
Consulate General of India
San Francisco (USA)

ESF/101876/22

Seen at the Consulate General.
No responsibility is accepted
by this Consulate General for
the contents of this document.

WITNESSING OR ATTESTING A SIGNATURE DEC 01 2022

State of Washington
County of King } ss.

Signed (or attested) before me on October 29, 2022 by
Date

Nilesh Singhania
Name(s) of Individual(s)



Kelly Anne Spyrá
Signature of Notarial Officer

Notary Public
Title of Office

Place Notary Seal/Stamp Above

My commission expires: 4/28/2025

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Development Power of Attorney for Nilesh Singhania

Document Date: October 29, 2022 Number of Pages: 12

Signer(s) Other Than Named Above: _____

