

Office of the Secretary of State
Washington
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State of Washington

Secretary of State

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Apostille

(Convention de La Haye du 5 octobre 1961)

1. **Country** United States of America
Pays / País

This public document

Le présent acte public / El presente documento público

2. **has been signed by** ROBERT K. VANN
a été signé par
ha sido firmado por

3. **acting in the capacity of** Notary Public, state of Washington
agissant en qualité de
quien actúa en calidad de

4. **bears seal / stamp of** ROBERT K. VANN
est revêtu du sceau / timbre de
y está revestido del sello / timbre de

Certified

Attesté / Certificado

5. **at** Olympia, Washington
à / en

6. **the** December 31, 2020
le / el día

7. **by** Kim Wyman, Secretary of State, State of Washington
par / por

8. **Number** J22009130
sous nombre / bajo el
número

9. **Seal / stamp**
Sceau / timbre
Sello / timbre



10. **Signature:** *Kim Wyman*
Signature:
Firma:

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STAMP AFFIXED BY
27.01.21
STAMP SUPERINTENDENT
KOLKATA COLLECTORATE



GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME THAT,
SRI. NILESH KUMAR SINGHANIA having PAN
AWFPS4467G, having Passport No. P1531564, son of Sri.
Ramesh Prasad Singhania, by Faith – Hindu, by Nationality –
Indian, by Occupation – Business, permanent residing at 8,
Ashutosh Dey Lane, Kolkata – 700006, Police Station -
Jorasanko, Post Office – Beadon Street, and presently residing
at 2279 NW Stoney Creek Dr Issaquah, WA – 98027 at referred
to and called as the **EXECUTANT/PRINCIPAL SENDS
GREETINGS:**



WHEREAS the **PRINCIPAL** herein wishes to appoint **SRI. RAJAT KUMAR SINGHANIA** having **PAN AUFPS8799H**, having **AADHAR No. 773536419934**, son of Sri. Ramesh Prasad Singhania, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 8, Ashutosh Dey Lane, Kolkata – 700006, Police Station - Jorasanko, Post Office – Beadon Street, to look after and manage the said property which is morefully mentioned in the **SCHEDULE** hereunder written.

AND WHEREAS be it specified that I the above named executants is presently doing work in Seattle presently residing at 2279 NW Stoney Creek Dr Issaquah, WA – 98027 and considering present situation of COVID – 19 it is difficult for myself to proceed India and also difficult to travel now and then for the sake of job and therefore, I have no other alternative but to carry out my work duly keep myself in Seattle and it is also an urgent subject matter to execute proper indenture in accordance with the law of the India, because of the fact that my ownership involved with the said property together with the proportionate undivided share of the said property as mentioned below, I have decided to provide a Power of attorney duly nominated to my brother to act in India on behalf of myself with a view to do any lawful act in respect of the scheduled property as mentioned hereunder written.

NOW KNOW BY THESE PRESENTS WITNESSES that, I, **SRI. NILESH KUMAR SINGHANIA** having **PAN AWFPS4467G**, having **Passport No. P1531564**, son of Sri. Ramesh Prasad Singhania, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, permanent residing at 8, Ashutosh Dey Lane, Kolkata – 700006, Police Station - Jorasanko, Post Office - Beadon, and presently residing at 2279 NW Stoney Creek Dr Issaquah, WA – 98027, do hereby nominate, authorize, constitute and appoint my brother **SRI. RAJAT KUMAR SINGHANIA** having **PAN AUFPS8799H**, having **AADHAR No. 773536419934**, son of Sri. Ramesh Prasad Singhania, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 8, Ashutosh Dey Lane, Kolkata – 700006, Police Station - Jorasanko, Post Office – Beadon Street, as my true, constitute and lawful **ATTORNEY** on my behalf and to do *inter alia* the following acts deeds and things, viz.



1. To cease/seize enter into, take charge of and look after, manage and administer the said property or any part thereof and also to administer and manage all the affairs in respect thereto and to defend possession thereof on our behalf in respect of the said property.
2. To negotiate and enter into compromise and/or settlement with any person or persons and/or occupants either tenant or not in respect of the said property and/or to make such payment as may be necessary for the purpose of obtaining vacant possession of the said property and/or to do such and everything necessary and incidental in connection therewith on my behalf in respect of the said of my allocated portion in the said property.
3. 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 our behalf in respect of the said property.
4. 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.
5. 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 our behalf in respect of the said property.

6. 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 our behalf in respect of the said property.
7. 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 our behalf in respect of the said property.
8. To get the plans or sketches or schemes for construction of the said building or buildings or structures on the said property and/or for connection or reconnection or applying for and obtaining of filtered and unfiltered water connections, drains, and/or sewerage connections,

electric power, gas, telephone, internet any type of satellite or other public or private facilities or utilities of any kind whatsoever by obtaining proper sanction by the concerned Authorities or any of them as may be required and/or by their concerned departments in or to the said property and/or residential/commercial building/building and/or structures thereon as aforesaid and/or portion of the said property.

9. To apply for and to obtain either in its own name and/or in the name of any other person or persons or nominee or nominees, gas, electric, power, generator, transformer, lifts, escalators, telephone connections, and other public utility services, facilities and amenities whatsoever into or upon any building or buildings, structures which are or may hereafter be standing on the said property and to make sign, seal, execute, affirm, endorse verify all such plans, schemes, applications papers and/or documents as may be necessary for applying for and/or obtaining the aforesaid connections and/or public utility services facilities and/or amenities whatsoever or upon the said property and to make over, submit, and deliver to and/or present and file the same before any of the said Authorities or of any other Government and/or public Authorities and/or Telephones on my behalf in respect of the said property.
10. To appear and represent before all or any of the said authorities as and when the occasion arise in connection with the sanctioning modification and/or alteration of the said building plans and /or any completion plan and/or schemes and for all other purposes in relation to and/or in connection with the said property including obtaining of completion certificate from local authority of Kolkata Municipal Corporation and/or other authorities and to pay fees for obtaining sanctions and such other orders and permissions from the necessary authorities as may be expedient for sanction modification and or alteration of plans and also to submit and take delivery of papers and documents as may be required by the necessary authorities and to receive refund of the excess amount of fees, if any, paid for the purpose aforesaid.
11. To sign appear and execute such registry in the form of Boundary Declaration, strip of land, splayed corner, non eviction of tenants and addition/modification thereof which are required to be submitted before

- the competent local body, govt./Semi Govt. authorities for getting necessary clearance/sanction plan from the competent authority
12. To develop the proposed building duly adjoined with own title hold property.
 13. To appoint any architect and/or engineer and/or contractors and/or staffs and/or laborers and/or other persons for the purpose of the construction of the building/buildings on the said property.
 14. To sign & execute on our behalf any Agreement for Sale including Deed or Deeds of Sale or Conveyance in respect of the said property either in block or separately or unit basis unto or in favour of any intending purchaser or purchasers and to piece them before appropriate Registering Authority for Registration by executing the same as we could do if personally done, at a price as agreed upon by our said Attorney and to receive the total consideration money by granting money receipts and to put the said intending purchaser or purchasers into physical possession thereof and also to make enter into sign execute acknowledge modify vary rescind cancel deliver and/or register all or any agreements contracts assignments transfers receipts deeds or documents whatsoever for which in the opinion in the said Attorney may be in any way requisite necessary or proper for sale and/or assignment and/or transfer of all or any units and/or flats and/or flats and/or office space and/or shop rooms and/or showrooms and/or car parking spaces and/or portions comprised in the said property in favour of any persons firm or corporation desirous of owning flats and/or units and/or office spaces and/or shop rooms and/or showrooms and/or car parking spaces and/or portions therein and for registration of all or any such documents and/or deeds and/or agreements and/or assignments and/or transfers and to appear and represent before the Registrar in any registry office in jurisdiction including assurances Kolkata and all concerned Registration offices and their officers and authorities having jurisdiction and to present for registration and admit execution thereof and to do all other things and acts that may be necessary for the purpose of registration of such deeds and/or documents and/or agreements and/or assignments and/or



transfers and to do all such acts deeds or things as the said Attorney shall think fit or proper and/or otherwise complete the registration of all such documents and/or deeds and/or agreements and/or assignments and/or transfers signed by the said attorney for and on my behalf

15. To receive consideration money or caution money or deposit and also to receive, realize and obtain payment of all money which may hereafter become payable and to sign, give and grant receipts and which is sufficiently and effectual receipts and discharge for the same.
16. To sign, execute, negotiate and enter into any type of agreements, Development Agreements/ Memorandum of Understanding/ Joint Venture Agreements with any proposed Developers/Builders/Firms/Company to develop the property and to execute any such papers before the relevant authorities including Additional Registrar of Assurances – I, Additional Registrar of Assurances – II, Additional Registrar of Assurances – III, Additional Registrar of Assurances – IV, or any concerned registry offices, for the purpose as mentioned aforesaid for the purpose of construction on the said property.
17. To have the flats and/or units and/or offices spaces and/or shop rooms and/or show rooms and/or car parking spaces and/or portions as may be contained in the said building/buildings to be constructed on the said property separately assessed in the records of the local Kolkata Municipal Corporation and for that purposes to sign, execute and submit all papers applications and document and to do all other acts deeds and things so may be deemed fit and proper by my said Attorney.
18. To commence, institute and prosecute any action, suit, appeal, revision or other proceedings of any nature whatsoever in any Court, Civil or Criminal or revenue or before any Arbitrator or Tribunal and/or any other Government Authority in relationship to and/or in connection with and/or in respect of any matter touching the said property and/or to enforce or defend any of my claims right, title and interest in respect of the said property and/or to discontinue or compromise or compound the said action, suit, appeal or proceedings of whatsoever nature as the said Attorney shall in its discretion or judgement think fit and proper.

To appear and represent on behalf of myself before the Chief Manager, Assessor, Collector, Dy Assessor Collector, special officer, dy. Commissioner, Commissioner or collector or all technical cadres of the jurisdiction and/or any other officer or authorities of Kolkata Municipal Corporation and/or any other Government, semi Govt and/or Quasi Govt Authorities and/or Offices and also all other State, Executive, Judicial or Quasi-judicial, Municipal and other authorities and also all Courts and Tribunals, and to sign all declarations and/or undertakings for all matters connected with the said property which is morefully mentioned in the Schedule hereunder written to sign all papers and documents in this regard for and on behalf of me

20. To appoint any Advocate, solicitors, pleaders, Agent or any other Legal Practitioner by executing, Vokatnama, file, defend and to proceed with any suit or litigation relating to the said property on our behalf for all or any of the purposes aforesaid and to revoke such appointments and retainers from time to time and agent to appoint as occasion shall arise and such other papers and documents as the said Attorney shall think necessary and expedient.
21. To receive earnest money or advances and or to receive the total sale consideration for my allocated portion from the Purchaser/s, Developers/Tenants/assignee against proper receipt for and on behalf of me and all such proceeds shall be deposited in the Bank Account of the Principal, i.e. in my Bank Account.
22. 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 scheduled 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 concerned court in West Bengal, etc. before Income Tax, Sale Tax, Goods & Service 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 behalf of me.

23. To execute necessary Deeds of conveyance in favour of the intending purchasers for the said property or the owner allocation/or the flat to be constructed on the said property by putting signature on my behalf as Owner and also to receive full and final consideration of the property and shall deposit the consideration in my bank account.
24. To accept all moneys/advances/deposits etc. on my behalf in regard to Sale, Lease, Assignment/Development or otherwise alienation of the Said property which is morefully mentioned in the Schedule hereunder written and to give proper receipts and deposit to Principal's Bank Account and the bank details as follows:-

Name of Account Holder	Name of Bank	Branch	Account No.	IFSC Code
Nilesh Singhania	HDFC Bank Ltd	Old Airport Road,	00751610020972	HDFC0000075

25. To take a Financial Assistance from any Bank or Financial Institution for the said property on behalf of me and the said loan amount will be deposited in the Principal's Account.
26. 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.
27. Be it specifically stated that I am the absolute Owner of the Land/Pröperty free from all encumbrance and have the right to sell, convey and transfer the right title interest of the property by appointing such attorney to do that acts in my name and on my behalf and the schedule mentioned property is not situated within the Notified Area, Cantonment area Leasehold Property and Thika Tenancy Property and no embargo and/or restriction has been imposed by the local Authority/Competent Authority/Govt. Authority for transferring the land/flat in question/no violation at the



Section 22/A of the Indian Registration Act, 1908 and if restriction prevails, in that event principal will be held responsible for that.

28. All sale proceeds and or any other sum received by the said attorney will be deposited on the Bank Account of the principal and all expenses incurred by the attorney will be borne by the principal.
29. To allow and pay all fees, costs, charges and expenses necessary to be allowed or paid in the premises aforesaid on my behalf and the eecutants shall have every liberty to revoke this power of attorney.

AND GENERALLY TO DO all other lawful act which are necessary or for looking after and management of the said property in my name and on behalf of myself.

SCHEDULE ABOVE REFERRED TO

ALL THAT 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 - 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.





Yusuf Jamal
Yusuf Jamal
Vice Consul
Consulate General of India
San Francisco (USA)
JAN 12 2021

ESF/182/21

No. SANF-182/21
Seen at the Consulate General.
No responsibility is accepted
by this Consulate General for
the contents of this document.

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 28 day of December, 2020 (Two Thousand and Twenty).

SIGNED, SEALED AND DELIVERED
by at Kolkata in presence of:

WITNESSES

1.

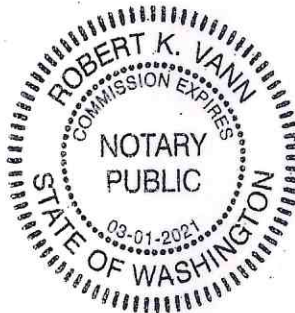
Nitesh Singhania

Nitesh Singhania

SIGNATURE OF EXECUTANT

2.

Sydney Montgomery



Robert K. Vann

SIGNATURE OF ATTORNEY

Drafted by me:

Advocate

Acknowledgment Certificate

County of Washington
King

The foregoing instrument was acknowledged before me this 28 day of December, 2020,

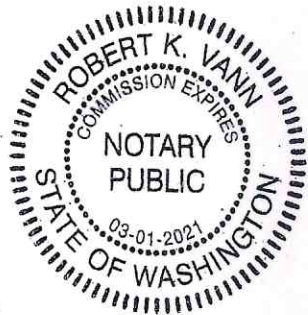
by Nilesh Singhania.

[Handwritten Signature]

(Signature of Notary Public)

ROBERT K VANN

(Printed Name of Notary Public, Notary Public)



My Commission Expires: 3-1-21

Signer's identity verified in the following manner:

Personally Known
 Credible Witness
 Produced Satisfactory Identification

Type of ID: WADL

[SEAL]

