



**State of California
Secretary of State**

APOSTILLE (Convention de La Haye du 5 octobre 1961)			
1. Country: Pays / País:	United States of America		
This public document Le présent acte public / El presente documento público			
2. has been signed by a été signé par ha sido firmado por	S. Kaur		
3. acting in the capacity of agissant en qualité de quien actúa en calidad de	Notary Public, State of California		
4. bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	S. Kaur, Notary Public, State of California		
Certified Attesté / Certificado			
5. at à / en	Sacramento, California	6. the le / el día	7th day of April 2015
7. by par / por	Secretary of State, State of California		
8. N° sous n° bajo el número	18019		
9. Seal / stamp: Sceau / timbre: Sello / timbre:		10. Signature: Signature: Firma:	

This Apostille is the trilingual model Apostille Certificate as suggested by the Permanent Bureau and developed in response to the 2009 Special Commission on the practical operation of the Hague Apostille Convention.
This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears.
This Apostille does not certify the content of the document for which it was issued.
This Apostille is not valid for use anywhere within the United States of America, its territories or possessions.
To verify the issuance of this Apostille, see: www.sos.ca.gov/business/notary/apostille-search/.

Cette apostille est le modèle d'Apostille trilingue tel que suggéré par le Bureau Permanent et élaboré en réponse à la Commission spéciale de 2009 sur le fonctionnement pratique de la Convention de La Haye Apostille.
Cette Apostille atteste uniquement la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte public est revêtu. Cette Apostille ne certifie pas le contenu de l'acte pour lequel elle a été émise.
L'utilisation de cette Apostille n'est pas valable en / au États-Unis d'Amérique, ses territoires ou possessions.
Cette Apostille peut être vérifiée à l'adresse suivante: www.sos.ca.gov/business/notary/apostille-search/.

Esta apostilla es el modelo trilingüe Certificado de Apostilla según lo sugerido por la Oficina Permanente y desarrollado en respuesta a la Comisión especial de 2009 sobre el funcionamiento práctico del Convenio de La Haya sobre Apostilla.
Esta Apostilla certifica únicamente la autenticidad de la firma, la calidad en que el signatario del documento haya actuado y, en su caso, la identidad del sello o timbre del que el documento público está revestido.
Esta Apostilla no certifica el contenido del documento para el cual se expidió.
No es válido el uso de esta Apostilla en Estados Unidos de América, sus territorios o posesiones.
Esta Apostilla se puede verificar en la dirección siguiente: www.sos.ca.gov/business/notary/apostille-search/.



SIGNED SEALED & DELIVERED

in presence of

WITNESSES :-

1. NITASHA SAHAY

Nitasha Sahay

1901 Halford Avenue, Apt #104
Santa Clara - 95051
240-421-3770

2. DEEKSHA SHARMA

Deeksha Sharma

4086234676

1901 HALFORD AVE, APT # 94
SANTA CLARA - 95051

Rachna Gantoria

SIGNATURE OF PRINCIPAL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of San Jose,
On 04/09/15 before me, S. KAUR, Notary Public,
personally appeared Rachna Gantoria
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/they executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



S. Kaur
(Notary Public)

SIGNATURE OF ATTORNEY



No. SANF/CONS/ESF/2509/15
Seen at the Consulate General
No responsibility is accepted
by this Consulate General for
the contents of this document.

Jagabattuni Brahmam
Jagabattuni Brahmam
Vice Consul
Consulate General of India
San Francisco

APR 09 2015



STAMP AFFIXED BY
(1208/5/15)
STAMP SUPERINTENDENT
KOLKATA COLLECTORATE



DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS **RACHNA GUTGUTIA**, daughter of Sri Pawan Kumar Gutgutia, by faith- Hindu, by occupation- Business, residing at Radha Nagar, Road, P.O. Bampur, P.S. Hirapur, Dist- Burdwan (W.B.) state as follows :-

WHEREAS said **RACHNA GUTGUTIA** is the owner of **06 Cottahs 09 Chattaks 15 sq.ft.** of R.S. Dag No.1546, R.S. Khatian No.175 of Kumrakhali Mouza, J.L. No.48, under Rajpur Sonarpur Municipality, Dist- 24 Pargana South, by and under two separate Deed of Sale which was duly registered before the office of the D.S.R.IV Alipore and recorded in Book No. 1, CD. Volume No. 30, Pages from 3278 to 3294, Being No. 8840 for the year 2010 and another Deed of Sale which was also duly registered before the office of the D.S.R.IV Alipore and recorded in Book No. 1, CD. Volume No. 30, Pages from 3246 to 3262, Being No. 8839 for the year 2010 from Pawan Kumar Gutgutia, attorney of Ashok Kumar Gutgutia.

AND WHEREAS thus said **RACHNA GUTGUTIA** being the rightful legal owner of the said property/holding/premises/land intend to develop the said land by raising multistoried building thereon and approached **M/S. RAJWADA GROUP**, a Partnership Firm. Office at 26. Mahamaya Mandir Road. P.S. Sonarpur, Kolkata-700084, District: 24 Parganas (South) to undertake the plan development on the said land.

AND WHEREAS the total area of land is land measuring totaling an area of **05 Cottahs 12 Chattaks 42 sq.ft.** situated and lying at Mouza- Ramchandrapur, J.L. No. 58, R.S. Khatian No. 06

11/11/15

Cottahs 09 Chattaks 15 sq.ft. of R.S. Dag No.1546, R.S. Khatian No.175 of Kumrakhali Mouza, J.L. No.48, under Rajpur Sonarpur Municipality, Dist- 24 Pargana South, fully mentioned in **SCHEDULE** hereunder written.

AND WHEREAS with such intention we the Principals herein, entered into an agreement on day of July, 2014 with the Developer, namely **M/S RAJWADA GROUP**, a Partnership Firm, having its office at 26, Mahamaya Mandir Road, P.S. Sonarpur, Kolkata-700 084, Dist: 24 Parganas (South), represented by its partners namely (1) **MR. PARVEEN AGARWAL** (2) **MR. BIKASH AGARWAL** (3) **MR. RAJ KUMAR AGARWAL** all sons of Late Rajendra Kumar Agarwal, by faith- Hindu, by Nationality- Indian, by occupation- Business, all presently residing at "**WINDSOR GREENS**" Flat No. C/3A, 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700 084, Dist: 24 Parganas (South), represented by its authorised signatory **MR. BIKASH AGARWAL**, son of Late Rajendra Kumar Agarwal, by faith-Hindu, by Nationality- Indian, By occupation- Business, presently residing at "**WINDSOR GREENS**" Flat No. C/3A, 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700 084, Dist: 24 Parganas (South), for such purposes under the terms and conditions mentioned therein.

AND WHEREAS the said Development Agreement was notarised.

AND WHEREAS RACHNA GUTGUTIA due to our personal difficulties and not in position to look after said property mentioned herein above personally and it is therefore thought fit and expedient to appoint Constituted Attorney for looking after said property and day to day work of the development

11/07/14

process.

NOW THEREFORE KNOW YE AND THESE PRESENTS WITNESSTH that, **RACHNA GUTGUTIA** do hereby appoint **M/S RAJWADA GROUP**, a Partnership Firm, having its office at 26, Mahamaya Mandir Road, P.S. Sonarpur, Kolkata-700 084, Dist: 24 Parganas (South), represented by its authorised signatory **MR. BIKASH AGARWAL**, son of Late Rajendra Kumar Agarwal, by faith-Hindu, by Nationality- Indian, By occupation- Nusiness, presently residing at "**WINDSOR GREENS**" Flat No. C/3A, 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700 084, Dist: 24 Parganas (South), as our lawful Constituted Attorney for us and on our behalf to do the following acts, deeds and things :-

- i. To develop the said land by way of constructing of a multistoried building thereon.
- ii. To pay all municipal arrear taxes, Government rents and all other dues/outstanding payment.
- iii. To make and also prepare the new site plan and building plan and submit the same to Bon Hooghly I No. Gram Panchayet for sanction it and also obtain the said sanctioned building plan from the said concern authority.
- iv. To construct multi-storied building on the said land in accordance with the sanction plan consisting of several flats, shop rooms, garages etc. and sell the same to the different purchaser or purchasers strictly in accordance to the agreement.
- v. To apply before Bon Hooghly I No. Gram Panchayet and electricity supply office for new

11/11/2018 10:10:11

connection and also install the water and electric service line in the proposed multi storied building and obtain permission from competent authority for temporary and permanent connection of sewerage and drainage system of the building.

- vi. To represent us in any office, courts, Tribunals, Municipal Corporation/ Municipality/Panchayet and Police Stations.
- vii. To appoint any Solicitor or Advocate on our behalf and to sign/ execute, Vakalatnama for that purpose.
- viii. To appoint any labour/s, mazdoor/s, electrician/s, technical expert/s, engineer/surveyor and plan maker.
- ix. To appoint any sweeper/s, security Guard/s etc, in the said building.
- x. To file any suit (civil or criminal),written statement, injunction, caveat and file any appeal (civil or criminal),civil revision, criminal revision and also withdraw any suit, proceedings as and when required.
- xi. To compromise, compound or withdraw cases or be non suited or to refer to arbitration all disputes and differences.
- xii. To enter into any agreement for sale with the purchaser or purchasers in accordance to the agreement between the Developer and land owners.

11/2/2019

- xiii. To receive from the intending purchaser or purchasers any earnest money and/or advance or advance and also the balance of purchase money on completion of such sale or sales and to give good, valid receipt in accordance to stipulations laid down in notarised agreement executed between the Developer and land owners.
- xiv. To sign and execute other document/s including agreement for sale and Deed of Conveyance in connection with the said property in conformity with the stipulations laid down in notarized agreement executed between the Developer and land owners.
- xv. To present any deed or deeds of sale, conveyance or conveyances or other document or documents for registration before the appropriate registering authority for and to have them registered according to law and to do all other acts deeds and thing which our said Attorney shall consider necessary for sale the Developer's allocation as per said Development Agreement (save and except the Owners' allocation) wholly or partly as fully and effectually in all respect and also shall give possession to the said purchaser or purchasers, strictly in accordance to stipulations laid down in notarised agreement executed between the Developer and land owners.
- xvi. To receive and recover any debt due and owing to us by any person, company or association and on receipt or payment of any money whatsoever due and payable to us, to give proper receipt and discharges for the same and non-payment thereof, to file suits or any other proceeding for recovering and compelling payment thereof.

1/28/21

xvii) To be mentioned here that the title deeds regarding the land not to deposit anywhere as mortgage.

AND GENERALLY to do all other acts, deeds, matters and things that would be necessary from time to time and for which no explicit power is hereby given and we agree to ratify and confirm all and whatsoever acts, deeds and things lawfully done by our Attorney by virtue of these presents, subject to compliance of all stipulation laid down in notarised agreement executed between the Developer and land owners.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land **06 Cottahs 09 Chattaks 15 sq.ft.** of R.S. Dag No.1546, R.S. Khatian No.175 of Kumrakhali Mouza, J.L. No.48, under Rajpur Sonarpur Municipality, Dist- 24 Pargana South, Ward No.27, butted and bounded as follows :-

ON THE NORTH : R.S. Dag No.1545, 1541 of Kumrakhali Mouza
R.S. Dag No842(P) of Ramchandrapur Mouza
ON THE SOUTH : R.S. Dag No.1545, 1541 of Kumrakhali Mouza and 12 ft. wide
Passage of Ramchandrapur Mouza
ON THE EAST : N.S. Bose Road and R.S. Dag No.1549 of Kumrakhali Mouza
ON THE WEST : Bye Pass Road

IN WITNESS WHEREOF the parties have put their respective signature hereto on the ^{6th} day of ² **APRIL** Two thousand Fifteen.