

POWER OF ATTORNEY BY LANDLORDS IN FAVOUR OF DEVELOPERS

KNOW ALL MEN BY THESE PRESENTS we (1) (2)
..... (3) (4) resident of

SEND GREETINGS:

WHEREAS we are absolutely seized and possessed of or otherwise well and sufficiently entitled to a piece of land situated at and, more particularly described in the Schedule I hereunder written.

AND WHEREAS by an agreement for sale dated executed by us as ourselves of the ONE PART and Shri and Shri as purchasers of the OTHER PART, we have agreed to sell a portion of the said land admeasuring sq. meters, hereinafter referred to as the said property, more particularly described in the Schedule I hereunder written.

AND WHEREAS in pursuance of the said Agreement for sale, we have handed over the possession of the said property to the purchasers on which they have accepted and now the purchasers are in lawful possession of the said property.

AND WHEREAS the purchasers have requested us to grant Power of Attorney in their favour to enable them to set the plans sanctioned by the Bombay Municipal Corporation and other appropriate authority and to start construction on the said land and to do all other acts and things, which we have agreed to do.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS THAT we (1)
..... (2) (3) (4): do and each of us doth

hereby nominate, constitute and appoint (1) Shri and (2) hereinafter referred to as our Attorney, to be our true and lawful attorneys in our name and on our behalf to do jointly or severally all and/or execute all or any of the following acts, deeds, matters and things for us and on our behalf and in our names viz.

1. To develop and sell the buildings consisting of flats for residential purpose in the said property.
2. To apply, for permission/exemption from the Competent Authority, the State of _____ and/or any other authority/ authorities under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 (for brevity ULC&R Act) and for the permission and/or sanction for development of the said property under the provisions of ULC&R Act, and for that purpose to make any declarations, sign forms in our name and on our behalf as our Attorney(s) shall deem fit and proper also to appear before appellate authorities under the said ULC&R Act and/or State Government in connection with the permission for transfer of the said property as also development of the said property as aforesaid and generally to do various acts, deeds, matters and things connected with the matters relating to ULC&R Act in the manner our said Attorney(s) may deem fit and proper and conducive in connection with all matters pertaining to Urban Land Ceiling clearance.
3. To make and prepare and/or cause to be made and prepared at their entire cost all such layout, sub-division, plans, specifications and designs and/or any alterations in the existing plans and/or specifications as may be necessary, required and advisable at the discretion of our said Attorney(s) for the purpose of constructing the buildings on the said property to Municipal Corporation of _____ and/or any other Concerned Authority and/or Government of

_____ and/or Local Bodies and to engage the services of any Architect, Engineer, Consultant, or any person as may be necessary or advisable at the discretion of our said attorney and to pay necessary fees and premium required for getting the plans sanctioned and do all other acts and things as may be necessary for getting the plans of the proposed buildings sanctioned by the Municipal and other authorities.

4. To pay and discharge all ground rent, taxes, rates, assessments, charges, deductions, expenses and all other payments and outgoings whatsoever due and payable or which may hereafter become due and payable for or on account of the said property from the date of the said agreement onwards.

1. To commence, carry out and complete and/or cause to be commenced and completed, construction work at their entire cost on the said property in accordance with the sanctioned plans and specifications and so far as any construction work is concerned, to see that all applicable rules and regulations, which are made by the Government of _____ and/or Municipal Corporation of _____ and/or Town Planning Authorities and/or Collector and/or any other Competent Authority or authorities for the time being are strictly observed.

2. To invite tenders and offer for the purpose of construction of one or more buildings or structures on the said property, to accept such tenders or offers and such consideration and on such terms and conditions as the said attorneys may in his/their absolute discretion deem fit, to give the construction contract to such person(s) as our said attorneys may deem fit and proper and to get all such buildings

or structures duly completed by the said contractors and to enter into such arrangements with such and other person or persons or body or bodies whether corporate or otherwise for the purpose of development of the said property wholly, partly or in stages and for constructions of buildings or structures thereon and/or furnishing the premises therein as the said attorneys may in his/their absolute discretion deem fit and to pay the cost of construction and development of the said buildings or structures and furnishing of the premises to such contractors and other persons or bodies and to obtain valid receipts and discharges therefor to enter into contracts for supply of materials, labour and for all other services as may be required for development and construction of the buildings or structures on the said property on such terms and conditions as my/our said attorneys may in his/their absolute discretion deem fit and proper.

3. To carry on correspondence with all concerned authorities and bodies including the Government of _____ and all its departments, the Municipal Corporation of _____ and/or City Survey Officer and/or Police Authorities for the time being in connection with the sanction of plans, obtaining of floor space index for the construction proposed to be carried out on the said property and any other matters pertaining to the said property.

4. To deal and correspond with Municipal Corporation of _____ including all its Departments or officers or any other officers or Authorities in connection with or relating to or to the said

property hereunder and in particular to do the following acts, deeds, matters and things viz.:

- 1 To apply for and obtain, sanction, revalidation with further alterations or additions or modifications, as our said Attorney(s) may require;
- 2 To apply for and obtain the occupation and/or completion certificates in respect of the buildings to be constructed and completed on the said property;
- 3 To deal with the Assessment Department of the Municipal Corporation of _____ and to get the assessment from the Municipal Corporation of _____ of the said property.

9. To appear and represent us before any and all concerned authorities and parties as may be necessarily required and/or advisable in the sole discretion of our said Attorney(s) for or in connection with the development of the said property and to make such agreements arrived at such arrangement as may be conducive to the development work and completing the same.

10. To enter upon property at any time, affix board, put the barbed wire fencing or construct a compound wall on the said property or any portion thereof as per demarcation thereof and to make all payments for getting the work done.

11. To represent before the public, local and/or private authorities in respect of the development of the property and to make such of the actions and things as may be necessary for effectually commencing the said development work and completing the same.

12. To deal with the correspondence with the _____ Electric Supply and Transport Undertaking Ltd. for obtaining electric connection including execution

of lease deed in respect of any portion of the said property for the purpose of enabling the _____ Electric Supply and Transport Undertaking Ltd. to put up and erect an electric sub-station for the supply of electricity to the buildings that may be constructed on the said property and for that purpose to sign, all letters, applications, undertakings, terms and conditions as may from time to time be thought necessary or as may be required by the concerned authorities.

13. To empower on our behalf and in our name and to represent our interest before the City Survey Authorities, Land Record Authorities, Collector of land Revenue and Assessors of Municipal Rates and Taxes, Town Planning Authorities, Commissioner of Police and Municipal Commissioner and other officers for the grant of the licences or permits or for any other purpose or renewal thereof as may be necessary under any local Act, Rules, Regulations or Bye-laws and also to appear before any public or Government officer or other Authorities whosoever.
14. To make applications for connections, electric supply and other incidental requirements which may be required for the purpose of development of the aforesaid property.
15. To ask, demand, sue for, enforce payment or/and recover and receive and give effectual receipt and discharge from any person or persons, rents and/or compensation and/or mesne, profits in respect of the said property which now are or which at any time or times hereafter may become due and payable to us.
16. To apply for refund of deposits made or to be made with the Municipal Corporation of _____, _____ State Electricity Board and other concerned Authorities and receive the said refunds.

17. To nominate, appoint, engage and authorise solicitors, advocates, Income-tax and sales tax practitioners, Chartered Accountants, Architects, Surveyors, Engineers, Contractors, Sub- Contractors and other professional agents and to sign and give warrants or vakalatnamas or other necessary authorities in their favour from time to time and to revoke their appointments and pay their remuneration including special fees and charges.
18. To make, sign and submit applications, petitions, letters and writing appeals, etc. to appropriate Government Departments, Local authorities and/or other Competent Authorities under the Urban Land (Ceiling & Regulation) Act, 1976 or any other law or any other authorities for all and any licences, permissions, exemptions, sanctions and consents required by any law or otherwise in connection with the management, improvements and development of the said property.
19. In connection with or relating to the said property to take action against person or tenants, occupiers, etc. if any, in any court, to represent us in any Court of law and to sign all applications, complaints, written statements, applications, affidavits, review, appeal, petitions, on our behalf from time to time be found necessary, proper and/or enter into any agreement relating to said development of property or to refer the same to arbitration or to otherwise deal with the same as effectively to all intents and purposes aforesaid to appoint Advocates(s), Solicitors and Counsel and to sign vakalatnama and/or authorisations on our behalf, but at their entire risk as to costs.
20. In case the said property or any part thereof is notified for acquisition or requisition or reservation or road widening, to appear before the relevant

authorities and to file applications, objections, claims for compensation or otherwise and to do all other acts, deeds, matters and things as may be necessary in that behalf and to file appeals, references, petitions against any order or orders made by such acquisition or requisitioning authorities and to accept service of any writ, summons or other legal proceedings or motion and to appear and represent us in any court and before all magistrates, judges, judicial officers and other authorities and tribunals whatsoever as by the said attorney's shall be thought advisable and to commence and continue any suit, petitions, actions or any other proceedings in any court of law and before any public officers or tribunals for receiving compensation for acquisition, requisition, reservation and/or relief for de-acquisition or de-requisitioning or de-reservation or otherwise whatsoever.

21. To make application to the authorities of the Municipal Corporation _____ and such other private and public authorities for making availability of water, electricity, etc. on the said property that may be required for commencing the development work and to complete the same and for that to execute necessary writings including undertakings.
22. To make applications to the government or semi-government authorities for sanction of cement and steel and/or such other building materials as may be required for the said development work and for that purpose to execute necessary writings including undertakings and bonds and to furnish necessary deposits for the same.
23. To manage the said property written hereunder and to take such of the steps as may be necessary to manage the said property till the time of completion of the said development.

24. To evict or take possession of the said property in occupation of the tenants, occupants or trespassers, if any in the said property or any part thereof and to take all steps in that behalf such as negotiation, settlement, compromise or make agreements to get their rights surrendered and extinguished and also to create tenants of such duration as our attorney(s) shall deem fit either in our name or in the name of our attorneys and to collect and receive rents.
25. To mortgage the said property or any part thereof in favour of any bank(s) or other financial institutions in such a manner as the attorneys think fit and proper for obtaining a loan by the attorneys and also to execute necessary deeds, affidavits, indemnity bonds or other relevant documents for creation of mortgage or charge on the said property, as the attorneys think fit.
26. To sign and execute all papers, correspondence and all other deeds and assurances and documents of any kind whatsoever which we ourselves could have done for the completion of the said development work.
27. To attend and to represent us before any Collector, Authorities or officers of Government of India or any other State or States, before all Revenue, Municipal, Public or other officers including those of Income-tax as occasion shall arise for any purpose connected with the said development work.
28. To do any act, deed or thing, as our said Attorney(s) may deem fit and proper and necessary in the best interest of ourselves and in the best interest of the said property.

29. To do all other acts and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes in the best interest of the said property.
30. For any of the purposes mentioned hereinabove to sign all applications, papers, undertakings, terms and conditions as may be required from time to time, at their own cost.
31. To advertise in the newspapers for the sale of residential flats in the development and to enter into agreements for the sale of such residential flats with the prospective purchasers on and for such price or consideration and upon such terms and conditions as our said Attorney(s) shall deem fit and proper and for the same and also to execute all such writings as may be necessary, effectually entering into the said Agreements for sale of residential flats and to do all such necessary acts and things as may be necessary or proper in that behalf.
32. Subject to fulfillment of obligations under the said agreement of development, to sign and execute for us and on our behalf the conveyance(s) in favour of our said Attorney(s) and/or their nominee or nominees including co-operative society(s) and to present any such conveyance(s) for registration to admit execution and receipt of consideration before the Sub-Registrar having authority for and to have the said conveyance(s) registered and to do all acts, things and deeds, which our said Attorney(s) shall consider necessary for conveying the said property to the purchaser or their nominee or nominees as fully and effectively in all respects as we could do the same ourselves.

33. To apply for no-objection certificate or necessary permissions from the Municipal Corporation of Greater Bombay (Fire Brigade Department) for occupying the building and to do all acts, deeds or things for the said purpose.
34. To sign declarations as may be required under section 269UC Of the Income-tax Act, 1961 and application under section 230A(I) of Income-tax Act, 1961 and to appear before any tax authority on our behalf to do all the acts, deeds, matters and things necessary for obtaining certificates under the Income-tax Act, 1961.
35. To present for registration with the registering authority the document or documents of whatsoever nature executed by us and to admit the execution thereof before the registering authority.
36. To sign, transfer forms, documents and writing for transferring the property in the records of Government or municipal authorities and other public authorities and to do all other acts in connection therewith.
37. For all or any of the purposes of and power, authorities and discretion conferred by these presents to use and sign in our names or in which we may be in any way interested or to use and sign his/their name as our attorney(s) shall think fit without any reference or recourse to us.
38. And also for more effectually doing, executing and performing the several matters and things aforesaid to appoint from time to time or generally such person or persons as our attorney(s) may think fit as their substitute or substitutes, to do, execute and perform all or any of such matters and things as aforesaid and any such substitute or other in his or their place and we hereby agree at all times to ratify and confirm whatever our attorneys or any such

substitutes or substitute shall lawfully do or cause to be done in or about the said properties and even in case of demise of any of us our heirs and successors-in-title or administrators and assigns shall remain bound to reconstitute our said attorney or their nominees with such powers as per their directions.

39. And to do every thing whatever which may be at the sole discretion of our said Attorney(s) deemed fit, or expedient for sale and/or enjoyment and/or development of the said property and which we ourselves could do if personally present and as if this power had not been executed.
40. And generally to do and cause to be done all acts, deeds, matters and things as our said Attorney(s) shall think fit and proper for the purpose of sale of flats and enjoyment and the development of the said property, as amply and effectual as we could have personally done.
41. All charges and expenses of and incidental to any act, deed, matter or thing done or caused to be done by our said Attorney(s) in exercise of any power or powers herein contained shall be borne and paid and provided for by our said attorney(s) alone and we shall not be responsible for the same and the said Attorney(s) shall indemnify and keep indemnified our estate and effects from and against the payment of the aforesaid costs, charges, that may have to be paid by us by reason of our Attorney(s) doing or causing to be done any act, deed, matter or thing by virtue of these presents.
42. This power of attorney shall not be revoked by us for the reasons or on the grounds whatsoever and it shall remain irrevocable till the said constituted attorneys complete the development work and put the third party or parties in possession of the said flats duly constructed by them and until the conveyance(s)

of the said property is executed in favour of our said attorney(s), their nominee/nominees, assignee including co-operative society or societies.

43. Upon the death or incapacity of any of the Executants hereof, this power of attorney shall not become inoperative in respect of other Executants. In such an eventuality, it shall be the responsibility of such other Executants to obtain additional power of attorney from the legal heirs of such deceased executant.

44. AND WE THE ABOVENAMED HEREBY AGREE AND UNDERTAKE to ratify and confirm all and whatsoever the said attorneys under the power in that behalf and shall lawfully do or cause to be done in the premises either jointly and/or severally aforesaid by virtue of these presents.

IN WITNESS WHEREOF, we have hereunto set and subscribed our hands at as aforesaid this day of 2000.

The Schedule I above referred to

The Schedule II above referred to

Signed and delivered by the within named

(1)

(2)

(3)

(4)

WITNESSES;

1.

2.

Identified by me

Advocate