

Special Power of Attorney

This Special Irrevocable Power of Attorney is executed this ____ Day of _____ by _____ (hereinafter referred to as the "_____" which expression shall unless repugnant to the context hereof shall include its successors and permitted assigns), a company incorporated under the Companies Act, 1956 having its registered office at

_____,
India
represented by Mr. _____ S/o Sh. _____ R/o
_____ authorized by a board resolution dated

WHEREAS:

1. We have entered into a Development Agreement dated _____ (hereinafter referred to as the "**Agreement**") with _____ a partnership firm constituted under the laws of India and having its office at _____ (hereinafter referred to as "**Developer**"). According to the Agreement, we along with the Developer have agreed to develop the property (hereinafter referred to as the

"
**Scheduled
Property**
"

more particularly set out in
Annexure A
to this POA.

2. We recognize that the Developer (as defined above) has been entrusted for the development of the Scheduled Property contemplated under the Agreement and requires enabling powers to perform its functions and/or obligations under the Agreement.

3. We are desirous of executing in favour of the Developer this special irrevocable power of attorney in consideration of the obligations undertaken by the Developer under the Agreement and the rights granted to _____ thereunder authorizing the developer to deal with the Scheduled Property and exercise all rights in respect thereof, which we hereby do in the

manner hereinafter appearing □

NOW KNOW WE ALL AND THESE PRESENTS WITNESSETH THAT,

We do hereby appoint, nominate and constitute _____, a partnership firm duly organized and existing under the laws of India with its office at _____ acting through its partners (also referred hereinabove as Developer) to be the true and lawful attorneys in our name and/or our behalf to do and/or execute, perform or cause to be done, executed and performed from time to time, at its sole discretion all or any of the following acts, deeds or things namely:□

1. To enter the Scheduled Property, survey the same, prepare layout and service building plans, detailed drawings etc. To sign and apply and follow up with all the concerned regulatory authorities, the matters relating to grant of licenses, approvals, sanctions, consents and registrations under relevant laws, rules, regulations, orders, notifications, for and in respect of the Scheduled Property, to obtain sanctions and approvals of layout plan, building plans, zoning plans, completion certificates etc., as required under applicable laws, rules, regulations, orders, notifications for the development, construction and completion of buildings, structures for residential/ hotel/ commercial/ retail/entertainment and, or recreation purposes on the Scheduled Property and to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of _____, as required from time to time in connection therewith;

2. To do all such acts, deeds and things as may be required to landscape the Scheduled Property or carry out, or cause to be done, all technical and engineering activities for making the Scheduled Property fit and proper for the purposes of the development and construction.

3. To prepare, consolidate, sign and furnish and file all relevant data(s), applications, undertakings, affidavits, etc., in the prescribed format for grant of all licenses, approvals, sanctions, consents and registrations for development of the Scheduled Property from the concerned authorities;

4. To sign, execute, affirm, declare, verify, file, submit, furnish all applications and

documents, deeds, information before various authorities and departments of the relevant Government wherein applications, undertakings, declarations, etc., or any other document as may be required to be filed in connection with the Agreement;

5. To appear and act either personally or through its agent or authorized officers before all authorities, courts, tribunals, officers of the Government/ semi government/ _____al bodies and/ or any other statutory bodies for and in connection with the above purposes;

6. To apply for and obtain water connections, sewerage disposal connections, electricity connections, environmental approvals and all other consents and approvals as may be required in connection with the development on the Scheduled Property;

7. To apply for and obtain any renewals of any licenses, approvals, sanctions, consents and registrations and to apply for and obtain transfer of any such licenses, approvals, sanctions, consents and registrations in favour of transferees of buildings/units with proportionate land;

8. To develop the Scheduled Property on such terms and conditions as may be deemed fit and to take steps in this regard to alienate, encumber, convey, sell, exploit, transfer, mortgage, charge, lease, license or otherwise deal with the developed plots or Buildings/ units therein together with proportionate land in any manner as it may deem fit in order to give effect to the provisions of the Agreement;

9. To raise loans and/or other financial assistance by offering the Scheduled Property as security to pay loans, other financial facilities and assistance from such persons and/or institutions and on such terms as the Developer may deem fit;

10. At the cost of _____, to perfect the title to the Scheduled Property (if any defect is found therein) by making such lawful compromises and/or payments as may be necessary therein to any claimant of right or interest in the Scheduled Property to remove any encroachments or squatters;

11. To do all necessary acts, deeds and things towards completion of the development of Buildings/

12. Township on the Scheduled Property including, without limitation, appointing architects, engineers, workmen and other personnel, obtaining necessary Approvals

including, without limitation, approvals for the Sanctioned Plan, the commencement certificate, occupancy certificate clearances, approvals, consents and No-objection certificates wherever applicable in the name of the Developer;

13. At the cost of _____, to take such steps as to ensure that the representations and warranties offered by _____ are true, complete and accurate;

14. To do and execute all acts, deeds, matters and things which are incidental to and necessary for the implementation of the above and as may be necessary to be done on behalf of or by _____ in relation to the Development Agreement;

15. To execute all relevant agreements or term-sheets or MOUs and lease deeds in favour of prospective buyers/lessees for transfer of the developed plots/ Buildings or any units thereof together with proportionate land, easementary rights and other relevant appurtenants and rights and intents and in this regard to also do the following:

16. to sign and execute all applications and other documents that may be required to secure mutation of the Scheduled Property _____ in the records of all concerned authority(ies) having jurisdiction and/or connected with the property including but not limited to revenue, tehsil, Zildar, Patwari, Assessor & Collector, Town & Country Planning and the like;

17. to sign and execute all such documents that may be required in connection with the said mutation of the Scheduled Property including rectification of records and consent letters;

18. _____ to represent before the officers of all concerned authority(ies) to secure mutation of the Scheduled Property _____ and to give any statement, affidavit, application, undertaking or any other documents that may be required;

19. _____ To represent us before the concerned municipal corporation / electricity board/ jal board or any other concerned authority in respect of electricity and water connections or any matter relating thereto including filing various applications; and

20. _____ To delegate any or all of the powers as mentioned above or any other, for or on behalf of _____, to one or more persons and to revoke such delegation of authority at pleasure.

AND We hereby agree to ratify and confirm all and whatsoever the said Developer shall or may lawfully do or cause to be done in connection with and by virtue of these presents.

Dated this _____ day of _____

The Common Seal of **the Company** has been

affixed hereto pursuant to the resolution passed

by the Board of Directors on _____ Day of

_____ and these presents have

been signed.

□□

