**Power of Attorney for Development of the Property**

TO ALL TO WHOM THESE PRESENTS SHALL COME: WE
(1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and (4) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, all of \_\_\_\_\_\_\_\_, Indian Inhabitants**, SEND GREETINGS:**

WHEREAS:—

(a) We are the owners and have become entitled to the piece or parcel of land, here determents and premises together with structures/buildings standing thereon situate, lying and being at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and more particularly described in the **Schedule** hereunder written and hereinafter referred to as **“the said property”**.

(b) By an Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_ we have agreed to assign the development rights in respect of the said property to the M/s. ABC AND ASSOCIATES (hereinafter called **“the said Developers”**) upon the terms and conditions contained therein.

(c) To enable the said M/s. ABC AND ASSOCIATES to develop the said property in accordance with the said agreement, we are executing the present Power of Attorney in favour of
(1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the partners of the said Developers to act for and on our behalf and in our name to do all acts and things relating to the said property:—

**NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH** that we (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and (4) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ nominate, constitute and appoint (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and
(2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as our true and lawful Attorneys to jointly and severally act for us and in our name and do all necessary acts, deeds and things in connection with the “said property” more particularly described in the Schedule hereunder written that is to say:—

1. To deal with and correspond with the Municipal Corporation of Greater Mumbai, Mumbai Metropolitan Region and Development Authority, Mumbai Housing and Area Development Authority and all other officers and local authorities and/or the State Government and/or Central Government and its departments in respect of the said property and the general development thereof and in particular the following *viz*.:

(a) to apply for and obtain sanction of building plans or the revalidation and/or revision of the plans sanctioned or to be sanctioned, with alterations and additions, as the Attorneys may desire.

(b) to apply for and obtain commencement certificate and/or occupation certificate and/or completion certificate and/or all other relevant certificates for commencing and completing the construction of the said property in all aspects.

(c) to deal with and correspond with the Assessment Department of the Municipal Corporation of Greater Mumbai, in connection with the assessment of the said property and fixation of ratable value.

(d) To appear and represent us before all Concerned Authorities and parties as may be necessary in connection with the proper and effective development of the said property; and

(e) generally to do all other acts and matters in connection with or relating to or touching the development, construction, completion and occupation of the building/s on the said property.

2. To enter upon the said property either alone or along with others for the purpose of commencing continuing and completing the construction activities on the said property.

3. To sign all applications, forms, papers, undertakings, indemnities, authorities terms and conditions etc. as well as pay all fees, deposits and other amounts under whatsoever head to any of such authorities and to receive back the same and pass valid receipts and to take and give oral and written statements before any such authorities or persons whomsoever, as may from time to time be required by the authorities concerned.

4. To deal with and correspond with the B.S.E.S. Undertaking and/or other authorities and/or officers for obtaining electric connections, electric power to the Premises namely flats/shops/garages/offices/parking etc. (including making or putting up a sub-station) for and/or in respect of or relating to the Building now standing and/or to be constructed on the said property and for that purpose to sign all letters, applications, undertakings, indemnities, terms and conditions etc., as may be required by the authorities concerned.

5. To appoint Architects, R.C.C. Specialists, Engineers and other professionals as may from time to time be found necessary to carry out and/or implement any of the provisions herein contained and to substitute them or any of them.

6. To negotiate with the tenants in the building for the purpose of vacating the premises in their use and occupation by giving any alternative accommodation either in the said property or in any other property and to sign and execute necessary agreements and/or writings in that behalf and if required to register the same with any competent authority. To sign and give notices to the existing tenants in the building and the Purchasers/occupiers of the flats, shops or parking spaces, if required.

7. To at torn tenants for the time being occupying the said property or any portion or portions and/or structure or structures thereof to any such transferee and/or purchaser of the said property and/or portion or portions and/or structure or structures thereof and for that purpose, to sign the necessary papers.

8. For us in our name to accept service of any Writ of Summons or other legal process and to appear in any court and before all Courts, Magistrates or Judicial or other Officers whatsoever as by the said Attorneys shall be thought advisable and to commence any action or other proceedings in any Court of Justice or Authority and the same action or proceedings to prosecute or discontinue or become non-suited therein and to settle, compromise or refer to Arbitration any suit, action or proceedings as the said Attorneys shall think fit and if the said Attorneys shall see cause and also to take such other lawful ways and means for the recovering or getting in any such money or other thing whatsoever which shall by the said Attorney be conceived to be due owing, belonging or payable to me/us by any person firm or body corporate and also to appoint any Solicitor and/or Advocate or Lawyer or Counsel to prosecute or defend in the premises aforesaid or any of them as occasion may arise either in our name or in the name of him or them the said Attorneys.

9. To sign, verify and execute Plaints, Written Statements, Counter-Claims, Appeals, Reviews, Applications, Affidavits, Authorities and papers of every description that may be necessary to be signed, verified and executed for the purpose of any suits, actions, appeals and proceedings of any kind whatsoever (including action against the tenants/occupants) in any Court of Law or Equity whether of Original, Appellate, Testamentary or Provisional Jurisdiction or Judicial Authority established by lawful Authority and to do all acts and appearances and applications in any such Court or Courts aforesaid in any suits, actions, appeals or proceedings brought or commenced and to defend, answer or oppose the same or suffer Judgments or Decrees to be had given, taken or pronounced in any such suits, actions, appeals, proceedings and to execute Decrees as the said Attorney shall be advised or think proper and also to bid at the Auction Sales that may be held by or on my/our behalf under the powers reserved to us under any Mortgage or Charge or by any Court or any Officer thereof and to purchase any land here determents and premises at such Auction Sales and to sign, verify and execute any applications, affidavits, agreements or other documents.

10. To demolish, pull down, construct, reconstruct, repair, improve upon or otherwise develop the said property or any part or portion thereof in accordance with the prevailing rules and regulations in such manner as Attorneys may deem fit. To sale flats/offices/shops/Garages/stilt parking’s/open parking spaces etc. to third parties and for that purposes to sign and execute all necessary assurances, writings, letters, agreements etc. thereof. To obtain TDR/DRC (if permitted) on the said property and to utilize the same by constructing premises thereon.

11. To make and sign an application under Section 27 of the Urban Land (Ceiling and Regulation) Act, 1976 or under any other provisions of the said Act, if required in law, for obtaining permission in writing of the Competent Authority to sell, convey and transfer the said property described in the Schedule hereunder written and/or any part thereof and also to apply for the amendments of such permission and to apply under Section 22 and/or any other Sections of the said Act and to do all other acts, deeds, matters and things and to sign all other forms and applications for effectively obtaining permissions for conveying and transferring the said property in favour of the Developers or as they may direct or as may be required under the said Act.

12. To apply for and obtain and receive refund of moneys paid and/or deposit or which may be deposited with the relevant authorities/corporation and to sign receipt for the purpose.

13. To sell and dispose of the flats, offices/shops parking spaces and/or any other premises that may be constructed on the said Property on Ownership basis and/or in any other manner at the price or for the amount that the said Attorneys may think fit and proper. To collect and receive of and from the acquirers/occupants or purchasers of the premises price and/or consideration as aforesaid and also to receive and collect or demand the rent and maintenance charges from the tenants and to sign and execute and/or give proper and lawful discharge for the said receipts.

14. To execute from time to time all the writings, agreements, deeds etc. on or in any other manner of the premises which may be constructed on the said property and also to execute and sign conveyance, transfer or surrender in respect of the said property or any part thereof.

15. To sign and execute the Conveyance or Conveyances or Assignments or any other assurances in respect of the said property and building/s constructed thereon or any part thereof in favour of such persons as the said Attorneys shall determine including in favour of any Co-operative Society Limited Company that may be formed for the purpose.

16. To take all necessary steps for the registration of the co-operative society of the flat owners and other premises purchasers and for that purpose to sign and execute all necessary applications, papers and writings and represent any person before the Registrar, Co-operative Societies as and when required to do so.

17. To lodge all the documents, writings etc referred hereinabove and/or generally in respect of the said property for registration as may be required from time to time before the concerned Sub-Registrar of Assurances and to admit execution thereof.

18. In general, to do all acts, things, deeds etc. in respect of the said property as also the development thereof and/or rights, authorities, benefits directly and/or indirectly attached to the said premises and which we could do ourselves.

19. AND WE HEREBY DECLARE that this Power of Attorney is given in favour of the said Attorneys jointly and severally and accordingly the said Attorneys shall be entitled to exercise independently of each other the powers conferred upon them.

20. AND WE HEREBY AGREE to ratify and confirm whatsoever the said Attorneys shall do in the premises by virtue of these presents.

21. AND we hereby declare that the powers and authorities hereby granted are irrevocable till the said property is fully and properly developed as per the Agreement with the Developers as per rules and regulations of the Mumbai Municipal Corporation and the transfer and/or conveyance of the said property in favour of the ultimate transferee.

22. We further clarify as under:—

(a) That the entire development of the said property will be done by the said Developers at their own cost, risk and efforts without creating any financial burden and/or any kind of responsibilities upon us; and

(b) That the said Developers have agreed to indemnify us against all proceedings, claims, expenses and liabilities whatsoever which may arise upon us by virtue of the acts of Attorneys under the present Power of Attorney.

IN WITNESS WHEREOF We have hereunto set out our respective hands at \_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ Two Thousand \_\_\_\_\_\_\_\_.

THE SCHEDULE ABOVE REFERRED TO )

(Give detailed description of the subject property )

SIGNED SEALED AND DELIVERED by the )

With in named (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (3) \_\_\_\_\_\_\_\_ )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and (4) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Before me,

Identified by me