

POWER OF ATTORNEY FOR DEVELOPMENT OF PROPERTY BY AND IN
FAVOUR OF DEVELOPERS

TO ALL TO WHOM THESE PRESENTS SHALL COME, we Mr... and Mr... residing at ... send greetings -

WHEREAS we (1)... and (2)... are the owners of an immovable property consisting of a plot of land situated at ... and which is more particularly described in the Schedule hereunder written and is held by us, being within ceiling limit.

AND WHEREAS we have agreed to sell the said land to M/s A B & Co. by an agreement bearing date ... with a right to develop the said land by constructing thereon a new building with flats and other premises therein on ownership basis, before the sale or transfer is completed in favour of the said Developers or their nominees including a co-operative housing society or limited company that may be formed by the purchasers of flats and other premises therein, as the said Developers may desire and which they have agreed to do on their own account and at their own risk.

AND WHEREAS as the said land will continue to be of our ownership until the Deed of Transfer is executed, the Developers have requested us to execute a power of attorney in favour of their nominee or nominees and they have nominated Mr... and Mr... for this purpose.

AND WHEREAS we, therefore, propose to appoint the said Mr... and Mr... as our Attorneys or agents with full power to do and execute the following acts, deeds and things, on our behalf and in our names and which the said attorneys have agreed to do.

NOW THEREFORE KNOW YOU ALL AND THESE PRESENTS WITNESS that We Mr... and Mr... hereby jointly and severally appoint the said Mr... and Mr... to be our true and lawful attorneys with full authority and power to do and execute jointly and severally all acts, deeds and things mentioned below for us and on our behalf and in our names viz.

- 1) To apply to the Competent Authority under the Urban Land (Ceiling & Regulation) Act. 1976 for grant of permission under sections 20121 or 22 of that Act if any required to develop the said land by constructing a new building and for that purpose to sign all applications and other papers, to appear before the Competent Authority and to give him all the papers and information as required and to do all acts and things necessary for the purpose of obtaining such permission.
- 2) To appoint an architect and to get the plans of the proposed building sanctioned by the Municipal Corporation of ... and other authorities concerned in respect of the new buildings proposed to be constructed thereon.
- 3) To prepare the building plans with the help of the Architect for the new building proposed to be constructed on the said land under the present development rules.
- 4) To make necessary applications to and sign all papers, to appear before, the Municipal Authorities, to pay necessary fees and premium required for getting the plans sanctioned and to do all other acts and things as may be necessary for getting the plans of the proposed building sanctioned by the Municipal and other authorities.

- 5) To apply for and obtain I.O.D. and Commencement Certificate for construction of the Building from the Municipal authorities and for that purpose to sign applications and other papers. to pay necessary fees and do all other acts and things necessary for that purpose and In that behalf.
- 6) To appear before any officer or authority of the Govt. or Municipal Corporation or under the Urban Land (C&R) Act, 1976 or under the Income Tax Act or any other Act, to represent the matters regarding the proposed development of the said land.
- 7) To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally required for a building.
- 8) To obtain occupation and completion certificate from the Municipal Corporation after the building Is completed in all respects.
- 9) To pay any deposits and pay moneys required to be deposited with the Municipal and other authorities for getting the plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposits which are refundable.
- 10) To execute the deed of conveyance in respect of the said plot of land in favour of such person as the said Developers may desire including a Co-operative housing society or limited company and to do all other things required to complete the transfer of the said land on our behalf.
- 11) If any legal proceedings are required to be taken In connection with the work of development or to assert or establish our right of ownership to the

said land or if any legal action is taken against us in connection with the said plot or proposed construction, to prosecute and defend such legal proceedings and for that purpose to sign, declare and file all pleadings, affidavits, applications and other papers. to engage advocate or advocates and to file one or more appeals against any decision and to do all acts and things required to be done in that behalf

- 12) To pay all the municipal and other taxes relating to the said property payable until the completion of the building.
- 13) To get a co-operative society of the flat purchasers in the said building registered under the Co-operative Societies Act and for that purpose to get necessary forms, applications signed by all the purchasers of flats and other premises and to file the same with the Registrar of Co-operative Societies and to do all other acts and things necessary for registration of the society and to obtain registration certificate.
- 14) To do generally all other acts and things as are necessary or are required to be done for the development of the said property by constructing a building on flat ownership basis, in all respects in terms of the said agreement.

AND we agree to ratify all acts and things lawfully done by the said Attorneys by exercise of the powers herein contained. AND we declare that this power of attorney is given on condition that all the expenses required to be incurred in exercising any of the powers given hereinabove will be the responsibility of the said attorneys or the developers and we will not be responsible for the same.

THE SCHEDULE ABOVE REFERRED TO:

IN WITNESS WHEREOF We, Mr... and Mr... have put our hands this the
..... day of... 2000.

Signed and delivered by the withinnamed 1) Mr ... 2) Mr ...

In the presence of ...

BEFORE ME.

Identified by me.