**POWER OF ATTORNEY**

This Power Of Attorney is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Effective Date]] (the ‘’Effective Date’’) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Place]].

**BETWEEN:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Entity]](“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm"), a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Company Address]], , through its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Authorised signatory: Name]], (the “Owner”).

**AND:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Entity]](“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm"), a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Company Address]], , through its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Authorised signatory: Name]], (the “Agent”).

**PREAMBLE**

WHEREAS, where as the principal is seized and possessed of the 25% share in the schedule below property by way inheritance from her Late father who was a recorded Khatiyani Raiyat to the tune of 50% in the Khatiyan of the scheduled land;

WHEREAS and whereas the principal being married daughter is unable to look after her share of 25% land in the property and or to search for the intending purchaser and or to defend any action or to prosecute any action with respect to schedule land;

WHEREAS, hence, it has necessitated her to appoint a lawful attorney in her name and on 20behalf; and

WHEREAS, hereby duly constituted and appointed as lawful attorney for and on behalf of the principal to do inter alia the following acts, deeds and things.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. To negotiate on terms for and to agree to and sell the scheduled landed properties to any intending purchaser or purchasers at such price or prices which my said attorney in his absolute discretion thinks fit and proper to agree upon and to enter into any agreement or agreements for such sale or sales and to cancel or repudiate the same to the tune of my 25% share.
2. To receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money on completion of such sale or sales and to give good valid receipt and discharge for the same which will protect the purchaser or purchasers and then the entire sale proceeds shall be deposited in my account in the bank by my said attorney.
3. Upon such receipt as aforesaid in my name on my behalf and as my act and deed to sign, execute and deliver deed or deeds of sale, conveyance or conveyances of any one or more of the said properties in favour of such purchaser or purchasers or their nominee or nominees or assignee or assignees.
4. To execute and sign all other deeds, instruments and assurances which he shall consider necessary and to enter into and/or agree to such covenants and conditions, as may be required for fully and effectually conveying the said properties as I could do myself, in personal present.
5. To present any such deed or deeds of sale, conveyance or conveyances or other document or documents for registration when executed by him, to admit execution thereof and receipt of consideration before the Sub-Register or Registrar having authority for and to have been registered according to law and do all other acts, deeds and things which my said attorney shall consider necessary for the transferring and/or conveying the said property or properties to such purchaser or purchasers as fully and effectually in all respects as I could do the same myself. This power of attorney shall not convey or constitute any right or title to enjoy the property to attorney it may be revoked whenever necessary and without any transaction.
6. To make, sign and verify all the applications or objection to appropriate authorities for all and any license, permission or consent etc. required by law in connection with the management and development sale of my said properties.
7. To accept and withdraw on my behalf any compensation payable to me for acquisition or compulsory purchase requisition or hiring of any land or building belonging to me by the Govt. or any competent body or authority.
8. To appear for and represent me before the Board of Revenue, Collector of any District, Sub-Divisional Officer and Magistrate, Judge, Munsee and in all Government offices in all matters and things relating to me or its affairs.
9. To appear for and represent to me in all the Courts, Civil, Criminal or Revenue including Labour Tribunals, offices and to sign, execute, verify and file plaints, written statement and petitions and also to present appeals in any Court and to accept services of all summons, notices and other process of law.
10. To appoint, engage on my behalf, pleaders, advocates or solicitors whenever my said attorney shall think proper to do and to discharge and/or terminate this or their appointment.
11. To compromise, compound or withdraw cases or to refer them to arbitration all disputes and differences.
12. To sign, verify and file applications for execution of decrees or orders of any court and to purchase property at court auction sales in execution of decrees up to the amount of the decree.
13. To withdraw and receive documents or money from court, offices or opposite party either in execution of decrees or otherwise and to do all the acts that may be necessary in connection with any of such cases.
14. That may attorney is empowered to receive cheque, Bank Draft, Banker’s Cheques Account Payee or Bearer cheques or cash money of any land sale proceed in my name and on my behalf.
15. Duties of Attorney
    1. The attorney must follow and go with instructions as given by the principle.
    2. The attorney cannot make changes on the power of attorney on his own and without approval of the principle.
    3. The attorney must keep accurate records of transactions and keep copies of documents, court filings, receipts and any other paperwork involved.
    4. The attorney must make all relevant documents available to the principal
16. Power of the principle
    1. A principal can revoke a power of attorney at any time; if the principal dies, then the power of attorney lapses.

And I do hereby agree to verify and confirm all and whatever other act or acts my said attorney shall lawfully to execute or perform for caused to be done, executed or performed in connection with sale or sales of the said property or properties under and by virtue of this POWER OF ATTORNEY, NOTWITHSTANDING no express power in that behalf is hereunder provided.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Place of Execution]] on the date indicated above.

[[First Party ]] [[Second Party ]]

[[Signature]] [[Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Name]] [[Name]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Title]] [[Title]]

WITNESSES

1. [[Name of the Witness:]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature]

1. [[Name of the Witness:]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature]

**SCHEDULE OF LAND AND PROPERTIES**

[[Details of the property]].