General Power of Attorney

GENERAL POWER OF ATTORNEY

(To be printed on non-judicial stamp paper or e-stamp paper of the State of [State where the deed is stamped: _____] of the value required for a power of attorney by the stamp law in force in that State.)

Stamp paper or e-stamp certificate details: [Stamp paper or e-stamp certificate number and amount: _____]

KNOW ALL MEN BY THESE PRESENTS that this General Power of Attorney (the "Power of Attorney" or this "Deed") is executed at **[Place of signing: _____]** on **[Date of signing: _____]**.

1. Parties

1.1 Principal. I, **[Principal's full name: _____]**, [Principal's father's or spouse's name: _____], aged about [Principal's age: _____] years, by occupation [Principal's occupation: _____], residing at [Principal's address: _____], holding PAN [Principal's PAN: _____] and identity document [Principal's other identity document: _____] (the "Principal"), execute this Deed.

1.2 Attorney. I appoint **[Attorney's full name: _____]**, [Attorney's father's or spouse's name: _____], aged about [Attorney's age: _____] years, residing at [Attorney's address: _____], holding PAN [Attorney's PAN: _____] and identity document [Attorney's other identity document: _____] (the "Attorney"), whose relationship to me is: [Attorney's relationship to the Principal: _____].

1.3 Second Attorney (if any). If a second attorney is named here, the second attorney is: [Second attorney (name, parentage, age, address, PAN) or none: _____]. If no second attorney is named, every reference in this Deed to "the Attorney" means the person named in Clause 1.2 only.

1.4 Capacity. I state that I have attained the age of majority according to the law to which I am subject, that I am of sound mind, that I am not an undischarged insolvent, and that I execute this Deed of my own free will, without coercion, undue influence or misrepresentation by any person.

1.5 Contact details for notices. My contact details for the purposes of this Deed are [Principal's phone and email for notices: _____]. The Attorney's contact details are [Attorney's phone and email for notices: _____].

1.6 Meaning of references. A reference to the Principal includes, where the context permits, the Principal's legal representatives only to the extent that the law allows the authority under this Deed to continue. A reference to the Attorney includes any substitute validly appointed under Clause 17.

2. Recitals

WHEREAS:

(A) The Principal owns, or is otherwise interested in, the immovable property described in Schedule A (the "Scheduled Property"), and holds bank accounts, investments, insurance policies and other assets and interests in India.

(B) The Principal is unable to attend personally to the management of the Scheduled Property and the

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Principal's other affairs for the following reason: [Reason for the appointment: _____].

(C) The Principal has full confidence in the Attorney and wishes to appoint the Attorney to act for the Principal and in the Principal's name on the terms of this Deed.

(D) The Attorney has agreed to act on these terms, as the Attorney confirms by signing the acceptance at the end of this Deed.

NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS:

3. Appointment and nature of power

3.1 Appointment. The Principal appoints, nominates and constitutes the Attorney as the Principal's true and lawful attorney to do, execute and perform, for the Principal and in the Principal's name, all or any of the acts, deeds, matters and things described in Clauses 6 to 16, subject to Clause 5 (duration) and Clause 19 (limits on authority).

3.2 Nature of the power. This is a **general** power of attorney for the matters described in this Deed. Where a Clause is marked "not granted" in Schedule B, or where the Principal has struck through and initialled a Clause, the Attorney has no authority for the matters in that Clause.

3.3 Express authority. The authority given by this Deed is express authority given in writing. The Attorney shall not claim any implied authority beyond what is reasonably necessary to carry out a power expressly given here.

3.4 Personal appointment. The appointment is personal to the Attorney. It does not transfer to the Attorney any ownership, title or beneficial interest in any property of the Principal, except as stated in Clause 25 where that Clause is completed.

3.5 Principal's own rights. This Deed does not prevent the Principal from dealing with any property or matter personally. If the Principal does so, the Attorney shall not take any inconsistent step in that matter without the Principal's further written instructions.

4. Definitions and interpretation

4.1 Defined terms. In this Deed:

(a) "Applicable Law" means every Act, rule, regulation, notification and order in force in India, and the law of the State in which an act is done.

(b) "Authority" means any Central or State Government department, municipal body, development authority, Sub-Registrar or other registration office, tax authority, court, tribunal, police authority, utility provider or other public body.

(c) "Financial Institution" means any bank, co-operative bank, non-banking financial company, post office, depository, depository participant, stockbroker, mutual fund, insurer or pension fund.

(d) "Scheduled Property" has the meaning in Recital (A), and includes all rights, easements, fittings and appurtenances belonging to it.

(e) "Written Instructions" means instructions signed by the Principal on paper, or sent by email from the Principal's email address stated in Clause 1.5.

4.2 Interpretation. Headings are for convenience only. The singular includes the plural and the masculine includes the feminine. The words "including" and "includes" do not limit the words before them. A reference to a Clause or Schedule is to a clause of or schedule to this Deed, and the

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Schedules form part of this Deed.

4.3 Order of precedence. If a Clause granting a power conflicts with Clause 19 (limits on authority), Clause 19 prevails.

5. Effective date and duration

5.1 Effective date. This Deed takes effect on **[Date the power starts: _____]**, and only after it has been duly stamped and signed in the manner set out in Clause 28 and in the signature section at the end of this Deed.

5.2 Duration. Unless revoked earlier, the authority under this Deed continues until **[Date the power ends (or none): _____]**. If no end date is stated, it continues until it is revoked or ends by operation of law.

5.3 Termination by law. The Principal understands that, under the Indian Contract Act, 1872, the authority given by this Deed ends if the Principal or the Attorney dies or becomes of unsound mind, if the Principal is adjudicated an insolvent, if the business of the agency is completed, if the Principal revokes it, or if the Attorney renounces it. Nothing in this Deed is intended to make the authority continue after the Principal's death or loss of mental capacity, except a power coupled with interest under Clause 25.

5.4 Completion of a special purpose. Where the Attorney is appointed for a single transaction described in Schedule B, the authority for that transaction ends when the transaction is completed, but the Attorney may still do every act needed to complete the registration, payment and handover that form part of it.

6. Immovable property: management and letting

6.1 General management. To look after, manage, maintain, preserve and supervise the Scheduled Property, to engage and dismiss caretakers, security staff, contractors and property managers, and to carry out ordinary repairs, whitewashing and maintenance up to a cost of [Maximum cost of one repair without written instructions: _____] for any one job without Written Instructions.

6.2 Letting. To let out the Scheduled Property or any part of it on leave and licence or tenancy, for a term not exceeding [Longest lease or licence term the Attorney may grant: _____] at any one time, at a rent not below [Lowest monthly rent the Attorney may accept: _____], to negotiate, sign and renew rent or leave and licence agreements, to have them stamped and, where the law requires, registered, and to complete tenant and police verification.

6.3 Rent and deposits. To demand, collect and receive rent, licence fees, security deposits, maintenance charges and other sums payable in respect of the Scheduled Property, to give valid receipts, and to refund security deposits to outgoing tenants or licensees after lawful deductions.

6.4 Recovery of possession. To issue notices to quit, to terminate tenancies and licences in accordance with their terms and the Applicable Law, to take back possession, and to start and defend proceedings for eviction or recovery of rent under Clause 14.

6.5 Taxes and outgoings. To pay property tax, house tax, ground rent, lease rent to any development authority, water and sewerage charges, society maintenance and all other outgoings, to apply for and object to assessments, and to obtain receipts and no-dues certificates.

6.6 Records and mutation. To apply for mutation, khata, property card, record of rights or similar entries in the name of the Principal, to obtain certified copies of revenue and municipal records, and

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to obtain encumbrance certificates.

6.7 Registration of leases. Where a lease or licence of the Scheduled Property creates an interest in immovable property that the Registration Act, 1908 requires to be registered, the Attorney shall have it stamped and presented for registration within the time the law allows.

7. Immovable property: sale, mortgage and deeds

7.1 Whether granted. The powers in this Clause 7 are granted **only if** the Principal has written "granted" against Clause 7 in Schedule B and initialled it. Otherwise the Attorney has no power to sell, mortgage, gift or otherwise transfer any immovable property of the Principal.

7.2 Sale. If granted, to negotiate and agree the sale of the Scheduled Property, or of the part described in Schedule B, at a price not less than [Lowest sale price the Attorney may accept: _____], to sign an agreement for sale, to receive the earnest money and the sale consideration **only by banking channels into the Principal's account named in Clause 9.1**, and to execute the sale deed in favour of the buyer.

7.3 Registered conveyance. The Attorney shall complete every sale of immovable property by a sale deed that is duly stamped and registered, because a sale of tangible immovable property of the value of one hundred rupees or more can be made only by a registered instrument. This Deed is not, and shall not be used as, a transfer of title to the Attorney or to any buyer.

7.4 Mortgage. If granted, to mortgage or charge the Scheduled Property to a Financial Institution for a loan to the Principal not exceeding [Largest loan the Attorney may take against the property: _____], to sign the loan and security documents, to deposit title deeds, and to have any mortgage deed stamped and registered where required.

7.5 Title documents and approvals. To obtain, sign and file all applications needed for the sale or mortgage, including no-objection certificates from societies and development authorities, conversion or permission orders, income tax forms and certificates, and to hand over vacant possession and original title documents on receipt of the full consideration.

7.6 Taxes on transfer. To deduct and deposit tax at source where the Principal is a buyer, to ensure that the buyer deducts and deposits tax at source correctly where the Principal is a seller, and to obtain and file the related certificates and returns.

7.7 No sale to the Attorney. The Attorney shall not buy any immovable property of the Principal, directly or through a relative or entity controlled by the Attorney, unless the Principal gives separate Written Instructions after being told all material facts.

8. Appearance before the Sub-Registrar

8.1 Presentation. To appear before any Registrar, Sub-Registrar or other registering officer in India, to present for registration any document executed by the Principal or by the Attorney on the Principal's behalf under this Deed, to admit its execution, and to receive the registered document back.

8.2 Time limit. The Attorney shall present each document for registration within four months from the date of its execution, and shall pay the registration fee and any stamp duty deficiency so that the document is not refused.

8.3 Photograph and fingerprints. When presenting a document, the Attorney shall affix the Attorney's passport-size photograph and fingerprints to the document as required by section 32A of the Registration Act, 1908, and shall produce proof of identity.

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8.4 Authentication for presentation. The Principal understands that, for the Attorney to present a document for registration under section 33 of the Registration Act, 1908, this Deed must be executed before and authenticated by the Registrar or Sub-Registrar of the district or sub-district where the Principal resides (if the Principal resides in India), or by a notary public, court, judge, magistrate, Indian Consul or Vice-Consul or a representative of the Central Government (if the Principal does not reside in India). The Principal shall complete that step before the Attorney relies on this Clause.

8.5 Infirm principal. If the Principal cannot attend the registration office because of bodily infirmity, the Principal may ask the registering officer to attend the Principal's residence to attest this Deed.

9. Banking, deposits and lockers

9.1 Accounts. To operate the following accounts of the Principal: [Bank accounts the Attorney may operate: _____] (the "Principal's Account"), including to deposit cheques, demand drafts and cash, to issue cheques and give transfer instructions, to obtain statements and certificates, and to update KYC records.

9.2 Limits. The Attorney shall not withdraw or transfer more than [Monthly withdrawal limit: _____] in any calendar month from the Principal's Account, except to pay the outgoings, taxes and expenses authorised by this Deed, without Written Instructions.

9.3 Deposits. To open, renew, break and close fixed and recurring deposits in the Principal's name, provided that all proceeds are credited only to the Principal's Account.

9.4 Lockers. To operate safe deposit lockers held by the Principal at [Locker bank, branch and number (or none): _____], to deposit and remove articles, and to make an inventory signed by the Attorney and a bank officer each time articles are removed.

9.5 Bank's own rules. The Principal acknowledges that a bank may require its own mandate form, may apply its own policy on accepting a power of attorney, and may require the original of this Deed or a certified copy. The Attorney shall comply with those requirements.

9.6 No new borrowing. Except under Clause 7.4, the Attorney shall not take any loan, overdraft or credit facility in the Principal's name.

10. Investments, securities and demat accounts

10.1 Securities. To operate the Principal's demat and trading accounts [Demat and trading accounts (or none): _____], to receive dividends, interest and bonus or rights entitlements, and to apply for transmission, transfer or dematerialisation of securities held by the Principal.

10.2 Trading. The Attorney may sell or buy securities, mutual fund units and bonds for the Principal only within the investment instructions in Schedule B. Speculative, intraday and derivative trading is not permitted.

10.3 Electronic mandates. Where a depository participant, stockbroker, mutual fund, insurer or pension fund regulated by the Reserve Bank of India, the National Housing Bank, the Securities and Exchange Board of India, the Insurance Regulatory and Development Authority of India or the Pension Fund Regulatory and Development Authority requires a separate power of attorney or mandate in its own form, the Attorney may help the Principal prepare it, and that separate document may be signed electronically where the law permits. This Deed itself is signed on paper.

10.4 Small savings. To deal with the Principal's post office savings, Public Provident Fund and other small savings accounts, to the extent that the scheme rules allow an attorney to act.

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11. Income tax, GST and government dealings

11.1 Income tax. To deal with the Income Tax Department for the Principal, including to file returns of income, respond to notices, attend hearings, apply for refunds and lower deduction certificates, and to sign and verify returns where the Income-tax law allows a person holding a valid power of attorney to do so.

11.2 GST and other taxes. To deal with the GST authorities and any other tax authority for the Principal's business or property, including registration, returns, payments and assessments.

11.3 Other Authorities. To apply for, sign and collect any licence, permission, certificate, approval, ration card, passport-related document, or other document from any Authority for the Principal, except where the law requires the Principal to apply in person.

11.4 Information. To make applications for information to any Authority under the law on the Principal's behalf, and to receive replies.

12. Utilities, municipal and society matters

12.1 Utilities. To apply for, transfer and close electricity, water, gas, telephone and internet connections at the Scheduled Property, to pay the bills and deposits, and to receive refunds.

12.2 Municipal matters. To apply for building plan sanctions, completion or occupancy certificates, trade licences and other municipal permissions for the Scheduled Property, and to comply with municipal notices.

12.3 Housing society. To represent the Principal before any co-operative housing society, apartment owners' association or resident welfare association, to attend and vote at meetings, to pay dues, to sign the society's forms and to obtain no-objection certificates.

13. Insurance and pension

13.1 Insurance. To pay premiums on the Principal's insurance policies [Insurance policies (or none): _____], to renew general insurance on the Scheduled Property, to lodge and pursue claims, and to receive claim amounts into the Principal's Account.

13.2 No change of nominee. The Attorney shall not change the nominee or beneficiary under any insurance policy, provident fund, pension or deposit of the Principal, and shall not surrender a life insurance policy, without Written Instructions.

13.3 Pension. To deal with the Principal's pension disbursing authority, to submit forms and documents on the Principal's behalf to the extent the rules allow, and to receive statements.

13.4 Health decisions excluded. This Deed does not give the Attorney any authority to make medical treatment or health care decisions for the Principal.

14. Litigation and appointment of advocates

14.1 Appearance. To appear for the Principal as the Principal's recognised agent before any civil court, tribunal, consumer commission, rent authority, revenue court or other forum in India, and to make all appearances, applications and acts that the law allows a recognised agent to make.

14.2 Proceedings. To institute, defend, prosecute, compromise, withdraw or appeal any suit, petition, application, complaint or other proceeding concerning the Principal's property or affairs, and to sign and verify plaints, written statements, affidavits, petitions, vakalatnamas and other documents as far

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as the facts are within the Attorney's personal knowledge.

14.3 Advocates. To engage, instruct and pay advocates, and to revoke their engagement.

14.4 Settlement limit. The Attorney shall not compromise or settle any claim of a value above [Largest claim the Attorney may settle alone: _____] without Written Instructions.

14.5 Evidence. The Principal understands that the Attorney can give evidence only of facts within the Attorney's own personal knowledge, and that the Principal may have to give evidence personally on matters known only to the Principal.

14.6 Money from courts. To withdraw money deposited in any court or with any Authority to the credit of the Principal and to credit it to the Principal's Account.

15. Contracts, receipts and correspondence

15.1 Contracts. To negotiate, sign and perform agreements for the matters covered by this Deed, including contracts for repairs, services, supplies and letting.

15.2 Receipts and discharges. To receive any money or property due to the Principal and to give valid receipts and discharges for it.

15.3 Correspondence. To sign and send letters, notices and replies, including legal notices, and to receive post, courier and email addressed to the Principal on the matters covered by this Deed.

15.4 Binding effect. Contracts made and acts done by the Attorney within the authority given by this Deed have the same legal consequences as if the Principal had made or done them personally.

16. Signing in the Attorney's own name

16.1 Form of signature. The Attorney may sign any document under this Deed either in the Principal's name or in the Attorney's own name and signature, adding the words "as constituted attorney of [Principal's full name: _____] under General Power of Attorney dated [Date of signing: _____]".

16.2 Effect. A document signed in the Attorney's own name under the authority of this Deed is as effective as if it had been signed by the Principal.

16.3 Disclosure. The Attorney shall disclose to every third party that the Attorney is acting under this Deed, and shall produce this Deed or a certified copy when asked.

17. Substitution and delegation

17.1 General rule. The Attorney shall perform the powers personally and shall not delegate them to any other person, except as stated in this Clause 17.

17.2 Substitution. [May the Attorney appoint a substitute?: _____] If substitution is permitted, the Attorney may, by a deed duly stamped and executed, appoint one or more substitutes for the specific purposes stated in that deed, and may revoke any substitute. A substitute so appointed acts for the Principal directly.

17.3 Responsibility. The Attorney remains responsible to the Principal for choosing a suitable substitute and shall give the Principal a copy of every deed of substitution within seven days of signing it.

17.4 Ministerial acts. The Attorney may use clerks, advocates, accountants and agents to carry out ministerial acts (such as filing, typing, delivery and collection) under the Attorney's supervision

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without appointing them as substitutes.

17.5 Substitute's limits. A substitute can never receive wider powers than the Attorney holds, and every substitution ends when the Attorney's own authority ends.

18. Joint or several attorneys

18.1 How two Attorneys act. If a second attorney is named in Clause 1.3, the Attorneys shall act **[How two attorneys act: _____]**.

18.2 Jointly. If the Attorneys are to act jointly, every document and act requires the signatures or agreement of both of them. If one of them dies, becomes of unsound mind, renounces or cannot act, the other may not act alone unless the Principal so instructs in writing.

18.3 Severally. If the Attorneys are to act jointly and severally, either of them may exercise any power alone, and a third party may rely on the act of either. The Attorneys shall keep each other informed of every material act.

18.4 Stamp duty. The Principal notes that the stamp duty on this Deed may depend on how many persons are authorised and whether they act jointly or severally, and shall pay the duty for the correct category.

19. Limits on authority, gifts and self-dealing

19.1 Acts the Attorney must not do. Despite anything else in this Deed, the Attorney shall not:

(a) make a gift of any property of the Principal, other than customary gifts on festivals and family occasions of a total value not exceeding [Yearly limit on customary gifts: _____] in any year;

(b) make, change or revoke a will or nomination of the Principal;

(c) sell, mortgage or transfer any immovable property unless Clause 7 is granted in Schedule B;

(d) give any guarantee or surety for any person;

(e) deal with the Principal's property on the Attorney's own account, or for the benefit of the Attorney or the Attorney's relatives, without first obtaining the Principal's written consent after telling the Principal all material facts;

(f) mix the Principal's money with the Attorney's own money; or

(g) do anything prohibited by Written Instructions.

19.2 Consequences of self-dealing. If the Attorney deals on the Attorney's own account in the business of this agency without the Principal's informed consent, the Principal may repudiate the transaction where the law allows, and the Attorney shall account to the Principal for any benefit the Attorney gained from it.

19.3 Value cap. No single transaction of a value above [Largest single transaction without written instructions: _____], other than those specifically authorised in Schedule B, may be entered into without Written Instructions.

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20. Duties of the Attorney

20.1 Directions. The Attorney shall conduct the Principal's affairs according to the Principal's directions in this Deed and in any Written Instructions, and, where there are none, according to the custom that prevails in similar business at the place where it is done. If the Attorney departs from those directions, the Attorney shall make good any loss to the Principal and shall account for any profit.

20.2 Skill and care. The Attorney shall act with reasonable diligence and use the skill the Attorney has, and shall compensate the Principal for the direct consequences of the Attorney's own neglect, want of skill or misconduct.

20.3 Good faith. The Attorney shall act honestly, in good faith and in the Principal's interest, and shall keep the Principal's affairs confidential.

20.4 Communication. The Attorney shall use reasonable efforts to communicate with the Principal and seek the Principal's instructions on any matter of importance before acting, and shall report every sale, purchase, lease, mortgage, settlement or court order within seven days.

20.5 Records. The Attorney shall keep originals or copies of every document signed, every receipt given and every payment made under this Deed.

21. Accounts and payment of money

21.1 Accounts on demand. The Attorney shall render proper accounts to the Principal whenever the Principal demands them, and in any event every [How often the Attorney sends accounts: _____], showing all receipts, payments, assets dealt with and balances.

21.2 Payment over. Subject to lawful deductions for authorised expenses and remuneration, the Attorney shall pay to the Principal, by credit to the Principal's Account, all sums received on the Principal's account within seven days of receiving them.

21.3 Supporting documents. The Attorney shall keep bank statements, bills, vouchers and receipts for at least eight years and shall produce them to the Principal or the Principal's chartered accountant on request.

21.4 Final account. When this Deed ends, the Attorney shall within thirty days deliver a final account and hand over all money, documents, keys and property of the Principal in the Attorney's possession to the Principal or to the person entitled to them.

22. Remuneration and expenses

22.1 Remuneration. The Attorney shall receive the following remuneration for acting under this Deed: [Attorney's remuneration: _____]. If "nil" is written, the Attorney acts without payment.

22.2 When payable. Unless otherwise stated in Clause 22.1, remuneration for any particular act becomes payable when that act is completed.

22.3 Expenses. The Principal shall reimburse the Attorney for all reasonable expenses properly incurred under this Deed, including stamp duty, registration fees, court fees, advocates' fees and travel, on production of receipts. Any single expense above [Expense that needs your prior approval: _____] requires the Principal's prior approval, unless delay would cause loss to the Principal.

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22.4 Set-off. The Attorney may deduct approved remuneration and expenses from money received for the Principal only if the deduction is shown in the next account under Clause 21.

23. Indemnity and ratification

23.1 Ratification. The Principal agrees to ratify and confirm all lawful acts done by the Attorney, or by a validly appointed substitute, within the authority given by this Deed, and those acts shall be binding on the Principal as if done by the Principal personally.

23.2 Indemnity. The Principal shall indemnify the Attorney against the consequences of all lawful acts done in exercise of the authority conferred by this Deed.

23.3 Exclusions. The indemnity does not cover any act outside the authority given by this Deed, any act done in breach of Clause 19 or Written Instructions, or any loss caused by the Attorney's fraud, wilful default, gross negligence or misconduct.

23.4 Attorney's liability. The Attorney shall be liable to the Principal for losses arising from acts outside the authority, from breach of the duties in Clauses 19 to 21, or from the Attorney's fraud, wilful default or negligence.

24. Revocation, termination and notice

24.1 Revocation by the Principal. Except for a power coupled with interest under Clause 25, the Principal may revoke this Deed, in whole or for any particular matter, at any time before the authority has been exercised so as to bind the Principal. Revocation does not undo acts already done or obligations already arising from acts already done.

24.2 Method. The Principal shall revoke this Deed by a written deed of revocation, duly stamped where the State stamp law requires, and, where this Deed was registered, shall register the revocation at the same office or follow the procedure of that office.

24.3 Implied revocation. The Principal understands that revocation may also be implied from the Principal's conduct, for example where the Principal personally completes a matter the Attorney was authorised to do.

24.4 Renunciation. The Attorney may renounce this appointment by written notice to the Principal.

24.5 Reasonable notice. The Principal and the Attorney shall each give the other reasonable notice of revocation or renunciation, which they agree shall be at least [Notice period for revocation or renunciation: _____] except in case of fraud or serious misconduct; the party who fails to give reasonable notice shall make good the damage caused.

24.6 Notice to third parties. On revocation, the Principal shall promptly notify the Attorney, every bank, Financial Institution, registration office, society, tenant and other person known to have dealt with the Attorney, and may publish a public notice in newspapers. The termination does not take effect as regards the Attorney until the Attorney knows of it, or as regards a third party until that third party knows of it.

24.7 Return of documents. On termination for any reason, the Attorney shall return the original of this Deed and all certified copies to the Principal or the Principal's legal representatives.

24.8 Automatic termination. This Deed also ends on the death, unsoundness of mind or insolvency set out in Clause 5.3, or on the date in Clause 5.2.

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25. Power coupled with interest

25.1 Whether applicable. This Clause applies **only if** the Principal has completed Clause 25.2. If it is left blank, this Deed is revocable in every respect.

25.2 Interest of the Attorney. The Attorney has the following interest in the property that is the subject of this Deed: [Attorney's own interest in the property (or leave blank): _____].

25.3 Effect. Where the Attorney has an interest in the property that forms the subject of this agency, the authority under this Deed shall not be terminated to the prejudice of that interest, and it shall not end on the death or unsoundness of mind of the Principal so far as that interest is concerned.

25.4 Stamp duty and registration. The parties understand that a power given for consideration and authorising the sale of immovable property is charged with the stamp duty of a conveyance on the amount of the consideration, and that an instrument that itself creates an interest in immovable property may need compulsory registration. They shall pay that duty and register the Deed before relying on this Clause.

25.5 No disguised sale. This Clause is not used to transfer title in place of a registered sale deed.

26. Protection of third parties

26.1 Reliance. Any person may rely on this Deed, or on a certified copy, until that person has actual knowledge that it has been revoked or has ended.

26.2 Good faith protection. A person who makes a payment or does an act in good faith under this Deed without knowing that the Principal has died, become of unsound mind or insolvent, or has revoked this Deed, shall not be liable merely because of that fact.

26.3 Attorney's acts before notice. Acts done by the Attorney in good faith before the Attorney knows that this Deed has ended bind the Principal and the Principal's legal representatives as far as the law allows.

26.4 Verification. A third party may ask the Attorney for an undertaking in writing that this Deed has not been revoked and is in force, and the Attorney shall give it truthfully.

27. Prior powers of attorney

27.1 Earlier powers. [Earlier powers of attorney and whether they continue: _____]

27.2 Effect. Unless an earlier power of attorney is listed above as continuing, this Deed does not revoke any earlier power of attorney granted by the Principal for matters not covered by this Deed. Where an earlier power covers the same matters, the Principal shall revoke it separately and notify the earlier attorney and the third parties concerned.

27.3 Later powers. A later power of attorney granted by the Principal does not revoke this Deed unless it says so expressly or the Principal gives notice of revocation under Clause 24.

28. Stamp duty, registration and certified copies

28.1 Stamp duty. This Deed shall be stamped with the duty payable under Article 48 of Schedule I to the Indian Stamp Act, 1899 as substituted or amended for the State of [State where the deed is stamped: _____], or under that State's own stamp law, before or at the time of execution. The Principal shall bear the stamp duty.

28.2 Unstamped deed. The Principal and the Attorney understand that an instrument that is not duly

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stamped cannot be admitted in evidence and cannot be acted upon, registered or authenticated by a public officer.

28.3 Registration. The Principal shall have this Deed registered **[Registration of this deed: _____]**. Registration is optional for a power of attorney that does not itself create, assign or extinguish an interest in immovable property, but is compulsory where the instrument does so. State law may impose additional registration or stamp rules for a power of attorney relating to immovable property, and the Principal shall comply with them.

28.4 Certified copies. The Principal or the Attorney may deposit the original of this Deed, with its execution verified by affidavit, in the High Court or District Court, and may obtain certified copies, which shall be treated as sufficient evidence of its contents.

28.5 Copies to third parties. The Attorney shall give third parties a self-attested photocopy or a certified copy and shall not part with the original except to a court, a registration office or a bank that requires it for verification.

29. Execution outside India

29.1 Application. This Clause applies where the Principal signs this Deed outside India.

29.2 Authentication. The Principal shall sign this Deed before a notary public of the country of signing, a court, judge or magistrate, or an Indian Consul or Vice-Consul or other representative of the Central Government, who shall authenticate the execution.

29.3 Consular practice. The Principal shall follow the attestation procedure of the Indian mission concerned, which may require the Principal to appear in person with proof of identity and two witnesses. The Principal understands that consular attestation certifies only the identity and signature of the Principal and not the contents of this Deed.

29.4 Stamping in India. The Attorney shall have this Deed stamped in India within three months after it is first received in India, at the rate payable in the State where it is to be used, before relying on it.

29.5 Adjudication. Where the Collector or registering officer requires it, the Attorney shall submit this Deed for adjudication of the proper stamp duty and pay any deficit.

30. Governing law and jurisdiction

30.1 Governing law. This Deed is governed by the laws of India, including the Powers-of-Attorney Act, 1882, the Indian Contract Act, 1872, the Registration Act, 1908 and the stamp law in force in the State of [State where the deed is stamped: _____].

30.2 Jurisdiction. Any dispute between the Principal and the Attorney concerning this Deed, the accounts or the acts done under it shall be subject to the exclusive jurisdiction of the courts at [City whose courts have jurisdiction: _____], without affecting the jurisdiction of the court where any immovable property is situated over matters concerning that property.

30.3 Amicable resolution. Before starting proceedings against each other, the Principal and the Attorney shall try to settle any dispute by discussion for at least thirty days after written notice of the dispute, unless urgent relief is needed.

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31. Severability and general provisions

31.1 Severability. If any provision of this Deed is held invalid or unenforceable, the remaining provisions continue in full force, and the invalid provision shall be read down to the extent needed to make it valid.

31.2 Amendment. This Deed may be varied only by a written supplementary deed signed by the Principal and duly stamped, executed with the same formalities as this Deed.

31.3 Notices. Notices under this Deed shall be in writing and delivered by hand, registered post with acknowledgement due, speed post or courier to the addresses in Clause 1, with a copy by email. A notice is received on delivery, or on the third day after posting.

31.4 No waiver. A failure or delay by the Principal in enforcing any term is not a waiver of it.

31.5 Original and counterparts. This Deed is executed in one original. The Principal may sign identical originals for use in different offices, each stamped as the law requires.

31.6 Wet-ink signature. This Deed is signed by hand in ink on paper and is not executed electronically.

31.7 Language. This Deed is written in English. If a translation into a local language is required by any office, the English text prevails between the Principal and the Attorney.

IN WITNESS WHEREOF the Principal has signed this General Power of Attorney at [Place of signing: _____] on [Date of signing: _____], after reading and understanding its contents.

[Affix recent passport-size photograph of the Principal and sign across it]

Signature of the Principal (wet ink):
Name: **[Principal's full name: _____]**
Left thumb impression (if the registration office requires it):

Clauses granted or not granted: the Principal has completed and initialled Schedule B.

Signed and delivered by the Principal in our presence, and we have each signed in the presence of the Principal:

Witness 1
Signature:
Name: [First witness's name: _____]
Parentage and address: [First witness's parentage and address: _____]

Witness 2
Signature:
Name: [Second witness's name: _____]
Parentage and address: [Second witness's parentage and address: _____]

A witness should be an adult who is not the Attorney or the Attorney's spouse, and should carry photo identity and proof of address.

I, **[Attorney's full name: _____]**, accept my appointment as Attorney under this General Power of Attorney. I have read it and understand its terms. I agree to act within the authority it gives, to follow the Principal's directions, to keep proper accounts and render them on demand, to

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pay over all money received for the Principal, to avoid any conflict between my interest and the Principal's interest, and to stop acting and return this Deed when it ends.

[Affix recent passport-size photograph of the Attorney and sign across it]

Signature of the Attorney:
Name: [Attorney's full name: _____]
Date:

Specimen signatures of the Attorney, attested by the Principal:

Specimen signature 1:
Specimen signature 2:
Attested by the Principal:

Endorsement by Notary Public

Executed before me by the above-named Principal, **[Principal's full name: _____]**, who is identified by [Principal's other identity document: _____], at [Place of signing: _____] on [Date of signing: _____].

Signature and seal of the Notary Public:
Name, registration number and area:
Notarial register entry number:

OR: Authentication by the Registrar or Sub-Registrar (section 33 of the Registration Act, 1908)

Executed before me and authenticated by me, the Registrar or Sub-Registrar of the district or sub-district in which the Principal resides.

Office and date:

Signature and seal:

OR: Authentication by an Indian Consul or Vice-Consul (Principal abroad)

Attested at the Embassy, High Commission or Consulate of India. This attestation certifies only the identity and signature of the executant.

Mission, place and date:
Signature and seal of the consular officer:

SCHEDULE A: THE SCHEDULED PROPERTY

Property 1
Description (house, flat, plot or land): [Property description: _____]
Survey, khasra, plot or flat number and area: [Survey, plot or flat number and area: _____]
Boundaries (north, south, east and west): [Property boundaries: _____]
Title document (sale deed registration number, date and office): [Title deed registration details: _____]

Property 2 (if any)
Description, survey number, area, boundaries and title document: [Second property (or none): _____]

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SCHEDULE B: POWERS GRANTED, SPECIAL PURPOSE AND INSTRUCTIONS

The Principal writes "granted" or "not granted" against each item and initials each entry. An item left blank is **not granted**.

Clause

Power

Granted or not granted

Principal's initials

6

Management and letting of immovable property

[Management and letting power: _____]

7

Sale and mortgage of immovable property

[Sale and mortgage power: _____]

9

Banking, deposits and lockers

[Banking power: _____]

10

Investments and securities

[Investments power: _____]

14

Litigation and courts

[Litigation power: _____]

Special purpose (if this Deed is for one transaction): [Special purpose, if this deed is for one transaction: _____]

Investment instructions (Clause 10.2): [Investment instructions: _____]

Other Written Instructions: [Other written instructions: _____]

Execution checklist (for the Principal; it is not part of the authority):

(a) Buy stamp paper or an e-stamp certificate of the State where this Deed is signed, for the power-of-attorney category that fits (one transaction, general power, number of attorneys, or power to sell for consideration), before or on the date of signing.

(b) Sign by hand in ink. Do not sign electronically.

(c) Sign before a notary, or before the Sub-Registrar where the Attorney will present documents for

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registration. Sign before a notary or an Indian mission if you live abroad.

(d) Register this Deed if it creates an interest in immovable property, or if your State requires registration of a power of attorney relating to immovable property.

(e) Give copies to the Attorney, your bank and anyone who will deal with the Attorney, and keep a record of who has a copy.

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