

## Power of Attorney to Execute a Deed of Sale

To All to Whom These Presents Shall Come I Mr. ... residing at .....

Whereas I have agreed to sell my property situate at ... and which is more particularly described in the Schedule hereunder written, by an agreement for sale dated ... entered into with Mr. ....

And Whereas the sale is expected to be completed within a short time but as I am leaving India soon and will be out of India for a long time I will be unable to attend at the completion of the sale and to execute the said Deed of Conveyance and other required documents.

And Whereas I, therefore propose to appoint my wife Mrs. ... as my true and lawful attorney with full power to do and execute the following acts, deeds and things which she has agreed to do.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESSES That I, Mr. ... hereby appoint and constitute Mrs. ... to be my true and lawful attorney or agent with full authority or power to do and execute the following acts deeds and things in my name on my behalf and for me viz..

1. On or at the time of completion of the sale of the said property, to execute the Deed of Conveyance in terms of the draft approved by my advocate in favour of the said Purchaser or his nominee.
2. To receive the sale price payable by the Purchaser under the said agreement and to pass a valid receipt for the same.
3. To sign the necessary transfer forms for transferring the said property to the name of the Purchaser in the records of the Municipal Corporation and in the Revenue records of the Govt.
4. To execute any other documents incidental to the Deed of conveyance if required and as advised by my advocate.
5. To lodge the Deed of Conveyance and other documents if any executed and requiring registration in the office of the Registrar or Sub Registrar of Assurances concerned and or to admit execution made before him.
6. To give formal possession of the said property to the Purchaser by handing over vacant possession of such part of the said property as is in my personal occupation and by attorning to the Purchasers, the tenants who are occupying the said property.
7. To make an account of the rents and outstanding of the said property by way of taxes, and other charges, deductions etc. as on the date of completion and if after making account and adjustments thereof any amount is found payable by me to the Purchaser, to pay the same or if any amount is found payable by the Purchaser to me. to receive the same and give valid receipt for the same.
8. To pay stamp duty and registration charges in respect of the said document or any part thereof, if I am liable to pay the same under the said agreement or in law.
9. To settle and pay my advocate's fees in respect of the sale out of the sale proceeds.
10. To credit the net sale proceeds when received to my Bank Account with Bank of .....
11. To apply for and obtain Income Tax Certificate under section 230A of the Income Tax Act, 1961 for registration of the said Deed.
12. And to do all other acts and things as may be required to be done for completing the sale, of the said property and executing the Deed of Conveyance, as I would do if personally present.

AND I, hereby agree to ratify all lawful acts and things done by the said attorney in pursuance of the powers herein contained.

IN WITNESS WHEREOF I have put my hand this ... day of .....,2000.

THE SCHEDULE ABOVE REFERRED TO

Signed and delivered by

the withinnamed Mr . .....

in the presence of .....