

General Power of Attorney

Draft Template

TO ALL TO WHOM these presents shall come I, Mr/Mrs/Ms
AAA _____, of _____ Indian Inhabitant,
SEND GREETINGS:

WHEREAS

- (a) I am desirous of appointing some fit and proper person to look after all my affairs and have requested Mr/Mrs/Ms BBB _____, of _____, Indian Inhabitant (hereinafter called "**the Attorney**") to act for me and manage and look after all my affairs which the Attorney has consented to do.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that I, the said Mr/Mrs/Ms _____, do hereby nominate, constitute and appoint the said Mr/Mrs/Ms _____ as my true and lawful Attorney to act in, conduct, manage and look after all my affairs in the Republic of India and for the purposes aforesaid I hereby confer upon the Attorney the following powers and authorities:—

1. To ask, demand, sue for, recover and receive from every person and/or party in India whom it shall or may concern all sums of money, rents, issues, profits, debts, dues, goods, wares, merchandise, chattles, effects and things of any nature or description whatsoever which now are or which at any time or times during the subsistence of these presents shall or may be or become due, payable or belonging to me in or by any right title ways or means howsoever and upon receipt thereof or of any part thereof to make sign execute and deliver such receipts releases or other discharges for the same respectively as the Attorney shall think fit or be advised.
2. To settle any account or reckoning whatsoever wherein I now am or at any time hereafter shall be in any wise interested or concerned with any person whomsoever and to pay or receive the balance thereof as the case may require.
3. To receive every sum of money whatsoever which now is or at any time hereafter may be due arising or belonging to me upon or by virtue of any mortgage, charge, pledge, hypothecation or other security whatsoever and on receipt thereof to make, sign, execute and give good and sufficient releases, acquittances, acknowledgments and/or other discharges for the

same and also to sign, seal, execute, make and deliver all proper and sufficient reconveyances, releases and other assurances of the lands, tenements, hereditaments and property which shall have been mortgaged or charged as security thereof and also to consent to any such alternation or modification of the nature or conditions of the said securities as the Attorney shall think fit.

4. To compound with or make allowances to any person for or in respect of the aforesaid debts or any other debt or demand whatsoever which now is or shall or may at any time hereafter become due or payable to me and to make or receive any composition dividend thereof or thereupon and to give receipts, releases, acknowledgments and/or other discharges for the whole or part of the same debts, sums or demands or to settle, compromise or submit to arbitration every such debt or demand and every other claim, right, matter or thing due to or concerning me, as the Attorney shall think most advisable for my benefit and for that purpose to enter into make, sign, execute and deliver such bonds of arbitration or other deeds or instruments or writings as are usual in like cases.
5. To sign, declare, verify, affirm and file Plaints, Statement of Claims, Replies, Affidavits, Appeals, Reviews, Revision, Applications, Authorities, Interim Applications, Vakalatnamas and writings of every description as may be necessary to be signed, verified and executed for the purpose of any suits, actions, arbitration proceedings, Applications, references, appeals and proceedings of every kind whatsoever before any Court of Law whether of Original, Appellate, Testamentary or Revisional Jurisdiction or before any other Judicial Authority or Tribunal or Arbitrators and to do all such acts and appearances and submit applications in any such proceedings brought or commenced and to answer or oppose the same or obtain Orders or Judgments or Decrees to be passed, taken or pronounced or to consent to the same in any such proceedings and to execute such Decrees or orders as the Attorney shall be advised or think proper and also by or on my behalf to bid at Auction Sales that may be held under the powers reserved to me under any Mortgage, Charge, hypothecation, lien etc. or under liberty granted by any Court relating thereto and to bid at and purchase any movable and/or immovable properties at such auction sales arising out of the said litigation and to sign and execute Applications, Affidavits, Agreements or other necessary documents or writings relating thereto.
6. To sign, declare, verify, affirm and file all the required pleadings including written statements, Replies, Affidavits, Appeals, Reviews, Revision, Applications, Authorities, Interim Applications, set-offs, Counterclaims, Consent terms, Vakalatnamas and writings of every description as may be necessary to be signed, verified and executed for the purpose of suits, actions, arbitration proceedings, Applications, references, appeals and proceedings of every kind whatsoever before any Court of Law whether of Original, Appellate, Testamentary or Revisional Jurisdiction or before any

other Judicial Authority or Tribunal or Arbitrators and to do all acts and appearances and submit applications in any such proceedings to effectively defend the aforesaid legal proceedings.

7. To accept service of any writ, summons or other legal process or notice and to appear and to represent my presence in any Court and before all Magistrates, judicial revenue or other officers and Tribunals whatsoever as by the Attorney shall be thought advisable.
8. Also to make any Declaration or Affidavit in proof of any debt or debts due or claimed to be due to me in any proceedings taken or hereafter to be taken by or against any person, firm or company under any Act or Ordinance or Rule for the time being in force for the relief or otherwise of insolvent debtors or the winding-up of companies and to attend all meetings of creditors under any such proceedings and to propose, second or vote for or against any resolution at any such meeting and generally to act for me in all proceedings whether by way of bankruptcy or liquidation by arrangement or by composition which may be taken against or for the relief of any debtor as the Attorney shall think fit.
9. To appoint and engage Advocates, Solicitors, Counsel in such proceedings and to agree to pay and pay their fees and cost and to change and substitute them.
10. To do all other necessary acts, deeds and take steps to properly prosecute and defend such proceedings including giving of evidence on my behalf.
11. To compromise or refer to Arbitration such legal proceedings and for that purpose to sign all necessary documents as may be required as also to do all such acts and take steps in such Arbitration proceedings and to exercise all powers and authorities granted herein to the Attorney in such Arbitration proceedings.
12. For removing any doubt as to the true meaning of these presents or as to the construction or application of the powers, authorities and discretions hereby conferred, I do hereby declare that the powers, authorities and discretions hereby conferred shall not in any case be deemed to be limited to the transactions and matters as are herein expressly mentioned but the same shall in all cases extend to any other matter or transaction not herein precisely mentioned or stated and which may be required to be exercised in the course of all acts to be done to secure my interest in the said proceedings.
13. I do hereby declare that the powers and authorities and discretions hereby conferred upon the Attorney shall be available for exercise by him both during my absence as also at the same time and place in my presence.
14. To sell, give on leave and license, give on Lease or otherwise, gift, release and/or transfer my properties both movable and/or immovable to any third part/ies.

15. To sign and execute Agreements, Deeds of Transfer, Conveyances, Release Deeds, Gift Deeds, Lease Deeds, Leave and License Agreements, Development Agreements, Assignments, Indemnities, Affidavits, Declarations, Letters and such other documents in respect of all my movable and/or immovable properties as the Attorney may think fit or desirable.
16. To appoint Advocates/Solicitors in connection with the sale, purchase or otherwise of my said movable and/or immovable properties and to pay their remuneration and charges.
17. To negotiate for sale and/or purchase or otherwise of my movable and immovable properties with the intending Purchaser/Seller/Licensor/Lessee/ Lessor/Licensee and to conclude such negotiations and to enter into Agreements, Deeds, Conveyances and such other documents of the said movable and/or immovable properties and sign and execute the same and receive deposits or earnest monies from the intending Purchasers of the said immovable and movable properties and to make deposits or give earnest money to the intending Seller of the said movable and immovable properties and give receipts and discharges for such receipts. To negotiate with the Builders, Landlords and such other persons for redevelopment of my immovable properties and attend meetings on my behalf and sign all the necessary documents as may be required in respect of the said immovable properties.
18. In general to do all other acts, deeds, matters and things whatsoever in or about my estate, properties and affairs or concur with persons jointly interested therein in doing all acts, deeds, matters and things herein with me either particularly or generally described as amply and effectually to all intents and purposes as I could do in my own proper person if these presents had not been made. The details of my such immovable properties are more particularly described in the **Schedule** hereunder written.
19. Also to appear before the Registrar of Assurances of any District or Sub- District Registrar of Assurances appointed or any registering authorities to be appointed under any act or law for the time being in force or otherwise for the registration of deeds, assurances, contracts, writings or other instruments and then and there or at any time thereafter to present and register or cause to be registered any deeds, assurances, contracts, writings or other instruments in which I am or may be by the Attorney be deemed to be interested and also these presents and to pay such fees as shall be necessary for registration.
20. To enter into, make, sign, seal, execute, deliver, acknowledge and perform all engagements, contracts, agreements, indentures, declarations, bonds, deeds, assurances, documents, papers, writings and things that may be necessary or proper to be entered into, made signed, sealed, executed,

delivered, acknowledged and performed for any of the purposes of the presents or to or in which I am or may be a party or in any way interested.

21. For all or any of the purposes of and powers, authorities and discretions conferred by these presents, to use and sign my name or in which I am or may be in anywise interested or to use and sign his name as the Attorney shall think fit.
22. To enter into and upon any messuages, lands, hereditaments and immovable properties whatsoever and to view the state and defects of the repairation thereof and forthwith to give proper notices and directions for repairing the same and to manage and improve the same to the best advantage and to make or repair drains and roads thereon.
23. To pay or allow all taxes, rates, assessments, charges, deductions, expenses and all other payments and outgoings whatsoever due and payable or to become due and payable for or on account of my said lands, hereditaments, estates and premises.
24. To contract with any person for leasing for such period at such rent subject to such conditions as the Attorney shall deem fit and proper for all or any of the said premises and to let any such person to enter into possession thereof and to accept surrenders of leases and for that purpose to make, seal, deliver and execute any lease or grant or other lawful deed or instrument whatsoever which shall be necessary or proper in that behalf.
25. To ask, receive and recover from all receivers, farmers, tenants and all other occupiers whatsoever whether holding under a written lease or Agreement or otherwise of my said lands, hereditaments, all rents, arrears of rent, services, issues, profits, emoluments and sums of money now due, owing and payable or at any time hereafter to become due, owing and payable in respect of the same premises in any manner whatsoever and also on non-payment thereof or of any part thereof to take summary proceedings to distrain or distress according to law and to give notices to quit and vacate and file suits and proceedings for ejectment and to recover rents and compensations for use and occupation and to make, like and appropriate demands and take, like and appropriate actions and proceedings against trespassers.
26. To appoint any fit person/s to be a steward, bailiff, receiver or servant for the management of my lands, hereditaments and premises and to recover rents thereof and the same and/or to remove and displace any of such stewards, bailiffs, receivers or servants as the Attorney shall think fit.
27. To sell (either by public auction or privately) or exchange and convey, transfer and assign any of my lands, tenements or hereditaments and property for such consideration and subject to such covenants as the

Attorney may think fit and to give receipts for all or any part of the purchase or other consideration money and the same or any of them with like power to mortgage, charge or encumber and also to deal with my immovable personal properties or any part thereof as the Attorney may think fit for the purpose of paying off, reducing, consolidating or making substitution for any existing or future mortgage, charge, encumbrance, hypothecation or pledge thereon or thereof or any part thereof and to make or concur in any transfer of or alteration in the terms of any existing or future mortgage, charge, hypothecation or pledge of the same or any part thereof as the Attorney shall think fit and in general to sanction any scheme for dealing with mortgages, charges, hypothecations or pledges of any property or any part thereof as fully and effectually as I myself could have done.

28. To purchase, take on lease or otherwise acquire such lands, houses, tenements and immovable properties generally as the Attorney may think fit or desirable.
29. To sell or to concur in selling either by private sale or in any other manner any of my stocks, merchandises, goods, chattels and other effects, articles and things for such consideration and subject to such conditions as the Attorney may think fit and to receive the proceeds thereof and to give receipt for all or any part of the sale proceeds or other consideration money.
30. To pledge, hypothecate or charge or concur in pledging, hypothecating or charging with, to or in favour of financial institutions or Banks any personal or moveable properties, goods, chattels, merchandise, commodities, effects and things for such consideration and subject to such conditions as the Attorney may think fit and for that purpose to sign, seal, execute and deliver all necessary instruments, writings and deeds of mortgage, charge, hypothecation, pawn, pledge, lien and trust receipts and to receive the consideration money or otherwise for such pledge, pawn, hypothecation, charge, mortgage, lien and the like.
31. Also to draw, make, sign, accept or endorse, pledge, hypothecate or otherwise negotiate all or any foreign or inland bills of exchange, Hundi, cheques, orders for payment of money and promissory notes and to sign, seal, execute, deliver, endorse, accept, assign or transfer all mortgage deeds, bills of lading, delivery orders or other symbols or indicia of or documents of title relating to goods or merchandise policies of assurances, charter parties ships' certificates, bills of lading, bills of sale, securities of any Government, empire, kingdom, republic, state, territory, colony, country, municipality or local authority wheresoever situate or other stocks, shares, debentures, mortgages, obligations or other securities of any company or corporation whether commercial, municipal or otherwise and all and every other public or other securities, stocks or shares,

foreign or otherwise and to deal with the same and to receive the proceeds thereof respectively.

32. To purchase, take on hire, borrow or otherwise acquire machinery, tools, spare parts, raw materials, merchandise commodities, goods, wares, articles, effects and things and to deal in and deal with the same and to dispose of the same in such manner and for such consideration as the Attorney may deem fit.
33. To borrow any sum of money on such terms and with or without security as the Attorney may think fit for any of the purposes of these presents.
34. To deposit any sum of money which may come to Attorney's hands as such Attorney with any banker, broker, or other person and any of such money or any other money to which I am entitled which now or hereafter is or shall be deposited with any banker, broker or other person, to withdraw and either employ as the Attorney shall think fit in the paying of any debts or the keeping down of interest payable by me or the creation of sinking fund for the liquidation of any charges or encumbrances affecting my movable and immovable properties or any part thereof or in or about any of the purposes mentioned in these presents or otherwise for my use and benefit or to invest in any such stocks, funds, shares or securities as the Attorney may think proper and to receive and give receipts for any income or dividends arising from such investments and the same investments to vary or be disposed of as the Attorney may deem fit.
35. To continue and/or to open and operate all kind of Bank accounts (including Saving, Current, Fixed Deposit, Recurring, Over Draft, Loan Accounts, NRI/NRE/NRO Accounts) in my name with any Banks or Bankers and also to draw cheques and otherwise to operate upon any such accounts.
36. To engage, employ and dismiss any agents, clerks, servants or other persons in and about the performance of the purposes of these presents as the Attorney shall deem fit.
37. To sell any of my present or future investments and for that purpose to employ and pay brokers and other agents in that behalf and to receive and give receipts for the purchase money payable in respect of such sales and to transfer any of my investments so sold to the purchaser or purchasers thereof or as he/she or they may direct and for these purposes to sign and execute all such contracts, transfer deeds and other writings and do all such other acts as may be necessary for effectually transferring the same.
38. To accept the transfer of any shares, debentures, stocks, annuities, bonds, obligations or other securities of whatever nature that may at any time be transferred to me.

39. To purchase, sell or otherwise deal in all shares, stocks, mutual funds units, debentures and other forms of securities, marketable or non- marketable through authorised brokers either in the physical mode or electronic mode and to do all such acts and execute all such documents or writings as may be deemed necessary for that purpose or otherwise.
40. To apply for shares, purchase of shares, stocks, mutual fund units, debentures and other forms of securities, in response to any offer made by any company registered under the provisions of the Companies Act, 1956.
41. To trade on behalf of me on the shares held by me in the DEMAT account/s in any of the stock exchanges all over India.
42. To open and operate Depository Account(s) in my name, singly or jointly and is authorised to sell, purchase, endorse, transfer and assign all or any shares, stock, bonds, units of mutual fund or debentures which are held in my/our DMAT account(s). For that purpose to sign and execute all delivery and receipt instructions, forms, letters of dematerialization and/ or rematerialisation forms, slips, depository instructions, correspondence, applications, instruction notes etc. as may be required by the depository participants to operate the aforesaid Depository Accounts. To freeze and unfreeze the depository account/s. To effect change in address, phone number, bank account details and any other miscellaneous details. To issue delivery/receipt instructions, pledge instructions/pledge closure instructions and to do all such other things that may be necessary in the course of such transactions. To open, operate and close the depository account/s in all manners as may be required by participants.
43. To attend, vote at and otherwise take part in all meetings held in connection with any company or corporation with which I am concerned or in relation to any of my investments and to sign proxies for the purpose of voting there at or for any other purpose connected therewith as freely as I myself could do.
44. Out of any of my moneys in Attorney's hands or under Attorney's control to pay all calls that may be lawfully made upon me or other expenses that may be incurred in relation to any of my investments and to give security for payment of the same.
45. To exercise all other rights and privileges and perform all other duties which now or hereafter may appertain to me as a holder of debentures or shares or stocks of or otherwise interested in any company or corporation.
46. To exercise any power and any duty vested in me whether solely or jointly with another or others as executor, administrator, trustee or in any other fiduciary capacity (including powers and trusts to sell or lease land or to receive and give good receipts for money) so far as such power or duty is capable of being validly delegated.

47. For all or any of the purposes of and powers, authorities and discretions conferred by these presents, to use and sign my name or in which I am or may be in anyway interested or to use and sign his name as the Attorney shall deem fit.
48. To appear on my behalf and to represent my interest before the Income Tax, Wealth Tax and/or other Taxing Authorities in respect of my Income Tax, Wealth Tax, as also before any Tribunal or Court or Taxation Authorities.
49. To sign on my behalf Income Tax and Wealth Tax and all other tax returns and to submit the same on my behalf to the respective Taxing Authorities.
50. To execute, declare and affirm on my behalf all the applications, documents, declarations and Affidavits as may be necessary for the purposes of Income Tax and Wealth Tax affairs and to submit and file the same with the respective Taxing Authorities.
51. To file appeals and references as the Attorney may be advised and as he may deem fit and proper against the orders and decisions of the Income Tax and Wealth Tax Authorities in respect of my assessment proceeding.
52. To appoint on my behalf such Auditors, Accountants and Advocates as the Attorney shall deem fit and proper for representing me before the Income Tax and Wealth Tax and/or Taxing Authorities or any other Tribunal or Court in respect of Income Tax and/or Wealth Tax Proceedings and to discharge them and appoint new Auditors, Accountants, and Advocates as the case may be in their place.
53. To compound, compromise and settle with the Income Tax and Wealth Tax Authorities in respect of the orders and assessments made by them.
54. To apply for time for payment and to apply for instalments for the payment of the amounts assessed and to be paid by me to the Income Tax and Wealth Tax or other Taxing Authorities.
55. And also for better and more effectually doing effecting and performing the several matters and things aforesaid to appoint from time to time or generally such person or persons as the Attorney may think fit as his substitute or substitutes to do execute and perform all or any such matters and things as aforesaid and any such substitute or substitutes at pleasure to remove and to appoint another or others in his or their place and I hereby agree at all times to ratify and confirm whatsoever the Attorney or any such substitute or substitutes shall lawfully do or cause to be done in or about the premises.
56. And for more effectually removing any doubt which may arise as to the true meaning of these presents or as to the construction, application or interpretation of the powers, authorities and discretions hereby conferred I do hereby declare that the powers, authorities and discretions hereby

conferred shall not in any case be deemed to revoke any powers or authorities or discretions before given by me to the Attorney or to any other person or persons or be deemed to be limited by any such previously given powers, authorities and discretions or be deemed to be limited to such transactions and matters as are herein expressly mentioned but the same are intended to extended and shall in all cases extend to any other matters or transactions not herein precisely mentioned or defined which in the course of any of my businesses, concerns or affairs may by the Attorney be deemed to be requisite or expedient to be done or performed.

- 57. In general to do all other acts, deeds, matters and things whatsoever in or about my estate, property and affairs or concur with persons jointly interested with myself therein in doing all acts, deeds, matters and things herein either particularly or generally described as amply and effectually to all intents and purposes as I could do in my own proper person if these presents had not been made.
- 58. The signature of my abovenamed "Attorney" for the purpose of identification and as an acceptance of his appointment hereunder along with his photograph is appended as below: —



(Signature and thumb impression of the "Attorney") (Photograph of the "Attorney")

AND I the abovenamed Mr/Mrs/Ms AAA_____, do hereby undertake to ratify whatever the Attorney or any substitute or agent appointed by him under the power in that behalf hereinbefore contained may lawfully do or cause to be done in and by virtue of these presents.

IN WITNESS WHEREOF I, the abovenamed Mr/Mrs/Ms AAA_____, have hereunto set my hand on this.....day of.....in the Christian Year Two thousand and.....

