



100/- ⑧ + ④

IRREVOCABLE POWER OF ATTORNEY

TO ALL TO WHOM THESE GREETINGS SHALL COME, I/WE [_____] ,
a (i.e. Individual ☐ Proprietorship Firm ☐ Partnership Firm ☐ Company ☐ Trust ☐ Society ☐ HUF ☐ _____)
(hereinafter referred to as 'Mortgagor(s)' which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include, its successors and permitted assigns) SEND GREETINGS:

WHEREAS

- a) I/We am/are the owner/s of the immovable property/ies situated at _____

_____ (hereinafter referred to as the "Immovable Property/ies")
- b) By a Facility Agreement dated _____ (hereinafter referred to as the "Facility Agreement"), made between _____
(hereinafter referred to as "the Borrower") and Aditya Birla Finance Limited, a non banking company incorporated under the Companies Act, 1956 and having its Registered Office at Indian Rayon Compound, Veraval, Gujarat – 326626, and one of the branch office at _____
(hereinafter referred to as "ABFL" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, and permitted assigns) has agreed to grant or granted Facility facilities to me/us upto a maximum principal amount of INR _____ /-(INR _____ only) (hereinafter referred to as the said "Facility")
- c) As one of the conditions for sanction of the said Facility and for securing the due repayment by me/us of the said Facility, interest, fees, charges, costs and other expenses and all other amounts payable by "the Borrower(s)" to ABFL. I/We have agreed to create/created a first and exclusive mortgage in favour of ABFL over the Immovable Property/ies by way of Simple mortgage/English mortgage/an equitable mortgage by deposit of title deeds and the details of the same are more particularly recorded in a separate Deed of Mortgage/Declaration cum Confirmation Deed (In case an equitable mortgage is created) entered into with ABFL by us;
- d) Pursuant to the same, I/We have agreed to execute irrevocable Power of Attorney in favour of ABFL authorizing ABFL to do certain acts, deeds, matters and things in relation to the Immovable Property/ies in the manner hereinafter appearing.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH that I/We, do hereby unconditionally and irrevocably nominate, constitute and appoint ABFL (hereinafter referred to as the said "Attorneys") as my/our true for true and lawful attorney for me/us in our name and acting through any of its duly authorized directors, officers, employees, agents or delegates as my/our true and lawful Attorney/s, for me/us and in my/our name and on my/our behalf, and at my/our cost, risk and expense, to do, execute and perform and/or cause to be done, executed or performed any of the following acts, deeds, matters and things:

- a) To take all steps and actions to perfect, protect and preserve the Mortgaged Properties (as defined in the Deed of Mortgage/Declaration cum Confirmation Deed (in case of an Equitable Mortgage) and the Mortgage created over the Mortgaged Properties under the Deed of Mortgage.

For SDNMKJ REALTY PVT. LTD.

XSDNM
Authorized Signatory
Applicant's Signature

For MODI PROPERTIES PVT. LTD.

Authorized Signatory

For JMK GEC REALTORS (P) LTD.

Authorized Signatory

Co-Applicant's Signature

- b) To take any action and execute any instrument, document or papers that may be necessary to accomplish the purpose of the Deed of Mortgage/Declaration cum Confirmation Deed (in case of an Equitable Mortgage) and the Facility Documents in relation to the Mortgage and / or to keep the Mortgage created by or pursuant to the Deed of Mortgage/Declaration cum Confirmation Deed (in case of an Equitable Mortgage) in full force and effect.
- c) To collect the original title deeds pertaining to the Immovable Property/ies duly registered in my/our favour from the office of the concerned Sub Registrar and to keep the same in its custody.
- d) To make, execute, sign, seal and deliver and cause to be registered (with the concerned Registrar/Sub Registrar of Assurances) in favour of ABFL at my/our cost and expense (Inclusive of all stamp duties, fees and taxes) in all respects:
 - i) A Simple/English and/or equitable or any other form of type of mortgage in respect of the Immovable Property/ies, as security for the said Facility together with interest/commission, further interest by way of liquidated damages, commitment charge, costs, charges and expenses and all other moneys payable by me to ABFL in respect of the Facility with all, covenants, conditions, declarations, agreements, provisions and stipulations as in the absolute discretion of ABFL be deemed necessary or expedient and in the form acceptable to ABFL.
 - ii) All such other deeds and documents as also the requisite particulars required to be filed with any authority as may be necessary.
- e) To apply for and obtain the necessary certificate/Certificates and permissions under Section 281 (1) of the Income Tax Act 1961 or any other applicable law and/or any other certificate that may be necessary and all other deeds and documents for the purpose of Simple/English and/or equitable or any other form or type of mortgage, to appear for and on behalf of me/us before the concerned authorities and pay and discharge all liabilities, if any, and reimburse all such sums so paid or debit such amounts to my/our account carrying interest at stipulated rates.
- f) To sign and file any applications, statements, declarations, and other papers as may be required under the provisions of any law and in particular, to apply for and obtain necessary permissions or consent as may be necessary for creation of the said Simple/English and/or equitable or any other form or type of mortgage and all deeds and documents for the purpose of creating an effective security in favour of ABFL and for the above purpose to appoint any nominee/agent to appear for and on my/our behalf before the State Government and/or other authorities and to incur on my/our behalf all costs, charges and expenses in that behalf as also to engage any solicitor, advocate, architect, valuer or other person concerned for the purpose and to reimburse any such sums as may have been paid in that behalf and claim or debit the said amount to my/our account carrying interest at the rates provided for in the Facility Agreement.
- g) To appear before the Registrar and Sub-Registrar of Assurances in any District or Sub-District appointed to register documents under the law applicable thereto for the time being in force for the registration of documents and to present for registration the deed/s and document, executed by virtue of these presents including but not limited to Indenture of Mortgage/Mortgage Deed/Memorandum of Deposit of Title Deeds and also to admit execution thereof and to do or cause to be done all such acts, deeds, matters and things as may be necessary or proper for the effectual completion and all other deeds and documents so executed in the Land Registry, Collector and other Revenue Authorities as well as the Registrar of Companies or otherwise howsoever.
- h) To enforce the security in terms of the Indenture of Mortgage or the Memorandum of Deposit of Title Deeds including taking possession of the said Immovable Property/ies and for the said purpose, to do all such acts, deeds, matters and things as may be necessary.
- i) On the occurrence of an Event of Default (as defined under the Mortgage Deed/Facility Agreement), to assign and transfer all the Borrower's rights, powers and interests pertaining to the Immovable Property/(ies) (including any security deposits held by the Borrower) to and unto ABFL or such nominees of ABFL as ABFL may direct;
- j) On the occurrence of an Event of Default, to appoint, nominate or engage any agent, advocate or other third party consultants for effecting assignment of the Immovable Property/(ies) as mentioned above and pay any fees or commission to such agent or advocate in that behalf and to sign and execute all such contracts, deeds of assignment and other writings and do all such other acts as may be necessary for effectually transferring the same to ABFL or its nominees (as per the directions of ABFL);
- k) On the occurrence of an Event of Default, if required under Law, to appear and represent the Borrower, in its name and on its behalf before the relevant Sub-Registrar of Assurances or any other competent authority and lodge for registration all the deeds, documents, agreements, writings and to admit execution thereof.
- l) On the occurrence of an Event of Default, to demand payment of and recover and receive the Rent/Lease Rentals (as defined in the Facility Agreement) (whether in pursuance of the transaction documents or otherwise) directly from the Lessee (as defined in the Facility Agreement) and take such actions or legal proceedings as may necessary for the purpose.
- m) To engage and appoint advocates in respect of any proceedings filed or proposed to be filed pursuant to the power conferred on ABFL and make payment of their fees.



For SDNMKJ REALTY PVT. LTD.

[Signature]
X SDNM
Authorised Signatory
Applicant's Signature

For MODI PROPERTIES PVT. LTD.

[Signature]
X MPPL
Authorised Signatory

For JMK GEC REALTORS (P) LTD

[Signature]
X JRPPL
Authorised Signatory

Co-Applicant's Signature

- n) To give notices and any other instructions as may be deemed necessary or expedient by ABFL in accordance with the terms of the Deed of Mortgage/Declaration cum Confirmation Deed (in case of an Equitable Mortgage);
- o) For the better and more effectually doing/performing and executing all the matters and things aforesaid, the Borrower(s) hereby further grant unto ABFL full power and authority to appoint or remove, from time to time or generally, any agent or agents, including but not limited to any director(s) or officer(s) of the Attorney, or substitute with all or any of the powers aforesaid in order to enable such agent/s or substitute/s to exercise all or any of the powers given by the Borrower(s) to ABFL by way of a Letter/Power of Attorney/Board Resolution;
- p) And generally to do or cause to be done every other act, deed, matter or thing which ABFL may deem necessary or expedient for the purpose of or in relation to these presents as well as the effectual creation of the said Simple/English and/or Equitable or any other form or type of mortgage and all other deeds and documents in favour of ABFL, as fully and effectually as if I/We was/were present and had done, executed and performed the same myself/ourselves. Further to delegate to the substitute attorney or attorneys so nominated all or any or some of the powers, hereby conferred on ABFL as my/our Attorney and to revoke any such nomination or appointment and to nominate and to appoint another or others in his/their place, provided that such nomination and appointment shall not divest ABFL's Attorney of any of the power granted under the aforesaid clauses and provided further that the power to nominate or appoint substitute under this paragraph shall not be exercisable further by such substitute or substitutes.
- q) And I/We hereby agree, ratify and confirm all that ABFL may as such attorney lawful do or cause to be done in relation to and by virtue of these presents.
- r) And I/We do hereby declare that this Power of Attorney is granted to ABFL for consideration and is coupled with interest and for that purpose and extent it shall be governed by Section 202 of the Indian Contract Act, 1872 and shall be irrevocable till all the dues of ABFL with respect of the Facility including the principal amount thereof together with the interests, costs, charges, and expenses and all other monies due and payable thereon are fully and finally repaid to ABFL to ABFL's satisfaction. ABFL shall be entitled to exercise all or any of the powers hereby conferred at any time and to this extent it shall not be determined by the death, insolvency, insanity, bankruptcy of any or all of us.
- s) This document shall be subject to the jurisdiction of the Courts in _____ and shall be governed by the Arbitration clause as provided for in the Facility Agreement.

(Mortgagor(s))

For SDNMKJ REALTY PVT. LTD.

Authorised Signatory

(Borrower(s))

For SDNMKJ REALTY PVT. LTD.

X SDNM

Authorised Signatory

ATTESTED

B. RAMESH

B.A., LL.B

ADVOCATE & NOTARY

1-31-348, Indira Nagar,
Trimulgherry, SECUNDERABAD

09 JAN 2024



Date: _____

Place: _____

Mortgagor/Borrower Entity	Details required with signatures
Company	Common Seal, Regd. Address, Board Resolution Date, Name and Sign of Director/Officer/Employee and Witness. Document to be Notarized
Partnership Firm	Name, Place of Business, Name of Signing Partners, Witness
Individual/Proprietorship	Name of Individual along with name of Proprietorship Firm (if any)
Trust	Name, Place of Business, Name of Signing Trustees, Witness
Society	Name, Place of Business, Name of Signing Member, Witness
HUF	Name, Place of Business, Karta, Witness
Individuals	Name, Address

For MODI PROPERTIES PVT. LTD.

Authorised Signatory

For JMK GEC REALTORS (P) LTD

Authorised Signatory