



100 (8) + (2)

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, all or 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.

Applicant's Signature



Co Applicant's Signature

- Applicant's Signature



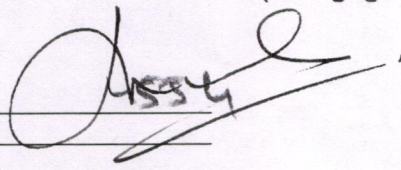
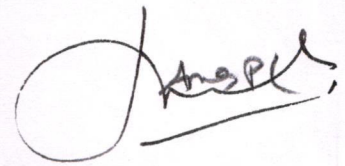
Answer

2501

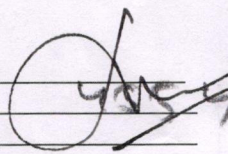
Co-Applicant's Signature

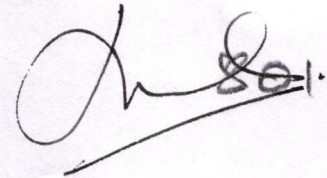
- n) To give notices and any other instructions as may be deemed necessary or expedient by ABFL in accordance with the terms of the Deed of Mortgage/Declaration cum Confirmation Deed (in case of an Equitable Mortgage);
- o) For the better and more effectually doing/performing and executing all the matters 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))

(Borrower(s))





ATTESTED

C.V.N. RAMA KRISHNA
M.Com., LL.B
ADVOCATE & NOTARY
12-11-236, Warasiguda,
SECUNDERABAD-500 061
Phone No: 9346672478

26 MAR 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
Individual/s	Name, Address