

## FORMAT OF POWER OF ATTORNEY

### INSTRUCTIONS

(WHEN POWER OF ATTORNEY IS EXECUTED **IN INDIA** BY NON RESIDENT/ Resident INDIANS)

1. The Power of Attorney is to be executed on a non-judicial stamp paper of the requisite value as per the stamp duty prevalent in the respective state.
2. Each page of the Power of Attorney is to be signed and wherever the blanks are filled in initialed by the Grantor (all applicants to the loan). The POA should be signed by the Attorney on the last page.
3. It is mandatory that the Power of Attorney should be notarised by a Notary Public.

(WHEN POWER OF ATTORNEY IS EXECUTED **OUTSIDE INDIA** BY NON-RESIDENT INDIANS)

1. The Power of Attorney should be first typed on a plain sheet of paper. Each page of the Power of Attorney is to be signed and wherever the blanks are filled in initialed by the Grantor (all applicants to the loan).
2. The signature of the Grantor should be attested by any authorised official of the Indian Embassy / Indian Consulate / Trade Commissioner of India / Notary Public in the country where the Grantor resides.
3. The POA is then sent to India where the Attorney signs the POA on the last page. The POA then needs to be stamped and notarised by the Notary Public.

#### **Please Note:**

**The following para needs to be written on all legal documents signed by the Attorney holder.**

For and on behalf of \_\_\_\_\_ (name of customer) Through duly authorised POA holder Mr. \_\_\_\_\_ (name of POA) Vide POA dated \_\_\_\_\_ (date of POA document)

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I \_\_\_\_\_  
\_\_\_\_\_, residing at \_\_\_\_\_  
\_\_\_\_\_ DO HEREBY  
NOMINATE APPOINT AND CONSTITUTE \_\_\_\_\_, son/daughter  
of \_\_\_\_\_ ('the Attorney'  
who has subscribed his/her signature hereunder in token of identification) and at present  
residing at \_\_\_\_\_ to be my lawful Attorney in my name and on my behalf to do  
any one or all of the following acts, deeds, matters, and things, namely:

1. To apply for financial assistances / facilities (the "Facilities") under various schemes of Indiabulls Housing Finance Limited ("IHFL"), which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) from time to time, for such amount/s as the Attorney may deem fit, pay all fees, sign application/s (the "Application/s") for the Facilities, furnish details and information required, give any statement, letter, clarification or any other writing required or necessary for availing of the Facilities and to follow up with IHFL with respect to the Application/s and do such other things and deeds as may be necessary in relation thereto.
2. To accept terms and conditions relating to the Facilities and sign such writings / letters / papers / documents in token of my acceptance of the terms and conditions therein contained and pay all fees, charges and all amounts in respect of the Facilities.
3. To request IHFL or agree for any change or modification in the amount/s of the Facilities, rate/s of interest, period of repayment or any other terms and conditions in relation thereto.
4. To receive disbursement of the Facilities and for that purpose give effectual discharge.
5. To give necessary information and documents to assist IHFL appraise the Application/s, and any properties purchased/to be purchased using the Facilities.
6. To secure the Facilities on such properties mentioned above or any other properties as may be required by IHFL and as the Attorney may agree, in a form and manner acceptable to IHFL; to pay stamp duty on security documents if any, present such security documents for registration before appropriate Registrar/Sub-Registrar of Assurances and give authority letters to the Sub-Registrar to directly deliver the registered documents to IHFL.
7. To furnish such indemnities as may be required by IHFL in relation to the Facilities (including security for the same) and execute all such agreements, documents and writings as may be required by IHFL in respect of the Facilities.

8. To execute in favour of IHFL an irrevocable Power of Attorney authorizing IHFL to execute in its own favour or in favour of any other person, as IHFL in its sole discretion may decide, legal mortgage in English form on the properties to be secured for the Facilities.

9. To execute in favour of IHFL, an irrevocable Power of Attorney authorizing IHFL, inter alia, to sell the properties secured on any delay or default in repaying the facilities and/or occurrence of any other event of default under the Facilities as also to appropriate sale proceeds against the outstanding amounts in respect of the Facilities.

10. In addition to power under clause (6) above, to pledge with IHFL any share certificates, debentures, bonds, units issued by Unit Trust of India, National Savings Certificates, fixed deposits or any other security owned by me, by way of security for the Facilities and to sign any documents, transfer forms or papers that may be required in connection therewith.

11. To acknowledge my liability / debt to IHFL, in respect of the Facilities.

12. To buy property/ies on my behalf from any person, to execute agreement/s for sale and deeds, pay all monies (including deposits) in relation thereto, pay stamp duty, present such agreement/s and deeds for registration before appropriate Registrar/Sub-Registrar of Assurances and give authority letters to the Sub-Registrar to directly deliver the registered documents to IHFL / their trustees/ agents.

13. To take possession of the properties which have been purchased on my behalf.

14. To give on lease / leave and license my properties to any person as the Attorney may deem fit.

15. To enter into / execute and furnish such documents and writings as may be required by the trustees / agents of IHFL.

16. To sell the properties belonging to me (including properties secured for the Facilities and all monies in respect thereof) to any person at such price as may be deemed fit by the Attorney.

17. To sign forms, documents and papers required for the purpose of registration with Co-operative Housing Society or Limited Company or Association of Apartment Owners and become member thereof participating in all the meetings and proceedings from time to time, obtain share certificates and/or other documents issued in my name and hold the same as my Attorney.

18. To abide by the provisions of all applicable laws (including the Foreign Exchange Management Act, 1999) in connection with the Facilities from IHFL (including creation of security as may be required by IHFL).

19. Generally to do all such acts, deeds, matters and things all at my cost and expense as are necessary and incidental to buying the property, paying the purchase price, borrowing from IHFL, and giving security as my Attorney deems fit and proper.

AND I agree to ratify all lawful acts, deeds, matters, and things done by my Attorney pursuant to the powers hereinbefore mentioned.

In Witness :

Whereof, I \_\_\_\_\_  
\_\_\_\_\_ have hereunto set and subscribed  
my hands at \_\_\_\_\_ on \_\_\_\_\_  
\_\_\_\_\_. SIGNED and DELIVERED by \_\_\_\_\_  
in the presence of  
1.  
2.

I accept

\_\_\_\_\_  
Specimen signature of \_\_\_\_\_, the Attorney of \_\_\_\_\_.  
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