

HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED

INSTRUCTIONS

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

1. The Attorney should be preferably a resident of the city / town from where the loan is handled.
2. The Power of Attorney is to be executed on a non-judicial stamp paper of appropriate value as applicable in the State, with one extra copy on a plain paper,
3. Each page of the Power of Attorney and wherever the blanks are filled in should be initialed by the executant.
4. Signatures of the executant and the Attorney should be attested by a judicial magistrate or a Notary Public.

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

1. The Attorney should be preferably a resident of the city / town from where the loan is handled.
2. The Power of Attorney should be first typed on a non-judicial stamp paper of appropriate value as applicable in the State, with one extra copy on a plain paper, before sending the same to the executant for his signature.
3. Each page of the Power of Attorney and wherever the blanks are filled in should be initialed by the executant.
4. The signature of the executant should be attested by any authorised official of the Indian Embassy / Indian Consulate / Trade Commissioner of India in the country where the executant resides.
5. The Attorney's signature should be verified in India, by his employer or his banker on a separate piece of paper which should be submitted to HDFC together with the Power of Attorney.

GENERAL POWER OF ATTORNEY

KNOW YE ALL MEN BY THESE PRESENTS THAT I \_\_\_\_\_  
\_\_\_\_\_ at present residing at \_\_\_\_\_

DO HEREBY APPOINT AND CONSTITUTE \_\_\_\_\_  
son/daughter of \_\_\_\_\_ (hereinafter called "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 and things, namely:-

1. To apply for a loan/s under the various schemes of Housing Development Finance Corporation Limited (HDFC) as also any further or additional loan/s to HDFC for such amount as the Attorney may deem fit and for that purpose to pay the processing fee/s and sign the loan application/s in my name and on my behalf and to furnish all the details and information required by HDFC and to give any statement, letter, clarification or any other writing required or necessary for availing of the said loan/s from HDFC and from time to time to follow up the said loan application/s and do such other things and deeds as may be necessary in relation thereto.
2. To accept the loan offer letter/s and sign the acceptance/s thereof in token of my acceptance of the terms and conditions therein contained and to pay on my behalf the administrative fees and any other charges including commitment charge leviable in respect of the said loan/s.
3. To request HDFC or agree with HDFC for any change or modification in the loan amount/s, rate/s of interest, period of repayment of loan/s or any other terms and conditions in relation to the loan/s at any time or from time to time.
4. To receive the disbursement of the said loan/s and for that purpose give effectual discharge and give all the necessary information and documents to assist the Technical and Legal Appraisal of the property/ies purchased/to be purchased with the help of the loan/s.
5. To mortgage any property/ies he/she may book/purchase on my behalf or which I might have booked/purchased (whether with or without HDFC's financial assistance) with HDFC by deposit of Title Deeds as security for the repayment of the loan/s granted/to be granted by HDFC to me.

6. To deposit on my behalf the documents of title and to state on my behalf to any Officer of HDFC that the said documents are being deposited for creating a security on the said property/ies by way of equitable mortgage of repayment of the said loan/s. The Attorney is fully authorised to make these statements and convey my intentions to create security on my said property/ies or any other property/ies he/she may book/buy on my behalf.
7. He/She is further authorised to make any other statements necessary to create equitable mortgage by deposit of title deeds and also to execute any writings, undertakings, indemnities, etc. on my behalf in respect of mortgage of the said property/ies or the guaranteeing of the repayment of the said loan/s any other writings whatsoever required in respect of the said transactions of the loan/s granted/to be granted to me or creation of the said security.
8. He/She is also authorised to execute any loan agreement/s, promissory notes, letter/s of declaration and indemnity or such other documents as may be required by HDFC in respect of the said loan/s.
9. He/She is also authorised to execute in favour of HDFC an irrevocable Power of Attorney authorising HDFC to execute in its own favour or in favour of any other person, as HDFC in its sole discretion may decide, legal mortgage in any form including in the English form of the property/ies.
10. He/She is also authorised to pledge with HDFC any share certificates, debentures, bonds, units issued by Unit Trust of India, National Savings Certificates, fixed deposits or any other security owned by me in favour of HDFC by way of security for the said loan/s and to sign any documents, transfer forms or papers that may be required by HDFC in connection therewith.
11. To acknowledge my liability/debt in respect of the loan/s.
12. To book a flat/s / residential unit/s on my behalf either directly or through the agency of HDFC and to execute Agreement/s for Sale for the same with any builder/seller and make payments to him therefore and to present such Agreement/s for registration before the appropriate Registrar/Sub-Registrar of Assurance or any other authority at any place or places in India as may be necessary. He/She is further authorised to make payments direct to HDFC on my behalf for any flat/s / unit/s my said Attorney might book through HDFC and comply with such conditions/terms HDFC may have

in this behalf. He/She is authorised to make such payments to HDFC as may be demanded by HDFC by way of service charge etc. He/She is authorised to execute any agreement/s, letters and documents as may be required by HDFC in respect of the above. The expression "builder/seller" shall include HDFC and its subsidiary HDFC Developers Limited.

13. To admit execution of the Agreement/s for Sale before the said Registrar/Sub-Registrar of Assurance or any other authority as may be required for the purpose.
14. To obtain possession of the flat/s / unit/s as and when the same is ready for occupation.
15. To receive loan/s and all other documents including title documents on my behalf from HDFC and execute receipt/s therefor.
16. To sign forms, documents and papers required for the purpose of registration of Co-operative Housing Society or a Limited Company or an 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 and obtain possession of the flat/s.
17. To open and/or operate Bank Account in any Bank in India in my name both resident as well as non-resident. The account may be operated in Indian Currency or foreign currency to be remitted by me from time to time.

He/She is authorised to do all such acts, deeds and things including signing any papers/documents as are necessary and incidental to the above AND that any act or statement or writing of my said Attorney in pursuance hereto shall be deemed to be fully authorised and ratified by me.

Dated at \_\_\_\_\_ this the \_\_\_\_ day of \_\_\_\_\_ 200\_\_.

\_\_\_\_\_  
Specimen Signature of Attorney

\_\_\_\_\_  
Signature

Address :

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