

**FORMAT OF POWER OF ATTORNEY  
INSTRUCTIONS**

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

1. The Power of Attorney should be executed on a non-judicial stamp paper of the requisite value, as per the stamp duty applicable in the respective state where it is executed and duly notarized.
2. Photograph of the Attorney should be pasted on the Power of Attorney and it should be attested by Grantor/ Executant of Power of Attorney.
3. Each page of the Power of Attorney should be signed by the Grantor/ Executant and wherever the blanks have been filled by hand/ in written, it should be duly countersigned by the said Executant. The Power of Attorney should be signed by the Attorney on the last page.
4. It is mandatory that the Power of Attorney should be notarized 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 should be duly signed by the Grantor/ Executant and wherever the blanks have been filled by hand/ in written, it should be duly countersigned by the said Grantor/ Executant.
2. Photograph of the Attorney should be pasted on the Power of Attorney and it should be attested by executants/maker of Power of Attorney.
3. The signature of the Grantor/ Executant 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/Executant resides.
4. On execution and attestation of the Power of Attorney, it should be sent to India where the Attorney shall duly sign the POA on the last page. The POA then needs to be stamped and notarized by the Notary Public.
5. Stamp duty should be paid in India within three months of receipt in India but before the execution of loan document, as applicable in the state where it is to be submitted.

**Please Note:** the following Para needs to be written on all legal documents signed by the Attorney.

***"For and on behalf of \_\_\_\_\_ (name of executant/grantor) through duly authorized POA holder Mr. \_\_\_\_\_ (name of Attorney) Vide POA dated \_\_\_\_\_ (date of POA)"***

**SPECIAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS THAT I .....  
aged \_\_\_\_ years, currently residing at .....  
..... being son/daughter of Mr. \_\_\_\_\_  
\_\_\_\_\_ and having Permanent Account Number: \_\_\_\_\_ (hereinafter referred to as the "**Executant**", which expression(s) shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include his/her successors, heirs and assigns) DO HEREBY NOMINATE APPOINT AND CONSTITUTE Shri/Smt .....  
....., aged \_\_\_\_ years, currently residing at \_\_\_\_\_, being son/daughter of Shri/Smt .....  
..... and having Permanent Account Number: \_\_\_\_\_ (hereinafter referred to as the '**Attorney**', which expression(s) shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include his/her successors, delegatee(s) and assigns) who has subscribed his/her signature hereunder as token of identification to be my true and lawful Attorney to do or cause to be done any one or all of the following acts, deeds, matters, and things as mentioned in this Power of Attorney in my name and on the my behalf and at my risk and costs -

1. To apply for financial assistances / loans / facilities (hereinafter collectively referred to as the "**Loans**") under various schemes of Sammaan Capital Limited (formerly known as Indiabulls Housing Finance Limited) (*hereinafter referred to as "**Lender**"*) from time to time, for such amount(s) as the Attorney may deem fit, pay all fees, sign and execute application/s (the "**Application(s)**") for the Loans, furnish details and information required, give any statement, letter, clarification or any other writings required or necessary for availing of the Loans and to follow up with the Lender, in connection with the Application(s) and do such other things and deeds as may be necessary in relation thereto.
2. To give necessary information, details and documents to assist the Lender in appraisal of the loan Application(s) and any properties purchased/agreed to purchase, by utilization of loan amount.
3. To accept terms and conditions relating to the Loans, to sign, execute sanction letter, loan agreement and/or all other agreement(s), application(s), form(s), undertaking(s), document(s), letter(s), deed(s), memorandum(s), declaration(s), indemnities, any amendment(s)/addendum(s)/ modificatory or supplemental agreement thereto and all the related loan documents, as may be required by the Lender, in my name and on my behalf as token of my acceptance thereto and pay all requisite fees, charges and all amounts in connection with the Loans.
4. To request the Lender and/or agree to any change or modification in the loan amount(s), rate of interest, period of repayment of loan and/or any other terms and conditions in relation to the Loans, at any time or from time to time.
5. To receive disbursement of the Loans and for that purpose give effectual discharge and give all the necessary information and documents to assist the Lender in appraisal of the Loans.
6. To create or cause to be created adequate security as required by the Lender, including first-ranking mortgage/ hypothecation over the properties bearing \_\_\_\_\_ ("**Said Property**") exclusively in favor of the Lender and/or any security trustee(s) (on behalf of and for the benefit of the Lender) to secure the Loans and forthwith execute such documents including mortgage deed(s), deed(s) of hypothecation, and/or any other document(s) (in a format approved by the Lender) as may be required by the Lender and pay applicable stamp duty and penalty thereon, if any, and register the same forthwith with appropriate authorities, if required and forthwith furnish the certificates/forms thereof to the Lender.

7. To forthwith deposit, or shall cause to be forthwith deposited, all the (original) Title Deeds of the Said Property with the Lender and/or any of its agent/nominees/trustees (and to no one else) with an intention to create security thereon and also to make a statement to the aforesaid effect while delivering the title deeds for and on my behalf and subsequently confirm such deposit of title deeds to the Lender.
8. To do or clause to be done all such acts, deeds, things as may be necessary or proper for the effectual completion and registration of said security interest. To present any agreement or deed or writing (including deed of mortgage) for registration before the registrar of sub registrar of assurances and to admit execution thereof and to deposit the duly registered document with the Lender.
9. To acknowledge my liability / debt to the Lender, in connection with the Loans.
10. To execute in favour of the Lender an irrevocable Power of Attorney authorizing the Lender to execute in its own favour or in favour of any other person, as the Lender in its sole discretion may determine, charge/ mortgage/ hypothecation (as the case may be) on the Said Property as security for the Loans.
11. In the event of default under the loan documents, to execute in favour of the Lender an irrevocable Power of Attorney authorizing the Lender, *inter alia*, to give the Said Property on lease/ license/ tenancy or any other occupancy basis to any person or party on such terms and conditions and on such rent/ compensation as the Lender may deem fit and/or to sell the Said Property secured against the Loans on such consideration as the Lender may deem fit and adjust and appropriate the sale proceeds against the outstanding amounts due and payable to the Lender under the Loans.
12. To do or clause to be done all such acts, deeds, things as may be necessary to deposit the insurance receivables/ amounts marked in favor of the Lender for appropriation and adjustment of the total amount due to the Lender under the loan documents.
13. To buy properties on my behalf (and in my name) from any person/ party and and for this purpose to do all other acts including , payment of sale consideration for the properties (including deposits) in relation thereto, pay stamp duty, appear before the statutory authorities, competent authority and to sign all deeds, documents etc. in relation thereto and give authority letters to the concerned Sub-Registrar to deliver the registered title deeds and documents directly to the Lender and/or their authorized representatives/ agents only.
14. To take possession of the properties and/or Said Property, which have been purchased on my behalf, as and when the same is ready for occupation and to sign all deeds, documents etc. in relation thereto.
15. To receive Loans and all other documents including title deeds/ documents on my behalf from the Lender and execute receipts therefor.
16. To do or clause to be done all such acts, deeds, things, which the Lender may deem necessary or expedient for the purpose of or in relation to these presents.
17. To sell the properties belonging to me (including properties secured for the Loans subject to prior written consent of the Lender) to any person at such price as may be deemed fit by the Attorney and for this purpose to do all other acts including appearing before the statutory authorities, competent authority and to sign all deeds, documents etc. in relation thereto.
18. To sign and execute forms, documents and papers required for the purpose of registration with Co-operative Housing Society or Limited Company or Association of Apartment Owners etc. and become member thereof participating in all the meetings and proceedings, for and on my behalf, from time to time, obtain share certificates and/or other documents issued in my name and deposit the said certificate with the Lender as security for Loans.
19. To abide by the provisions of all applicable laws (including the Foreign Exchange Management Act, 1999) in connection with the Loans from the Lender (including creation of security as may be required by the Lender).

- 20. To receive letter, information and notices on my behalf from the Lender in connection with the Loans.
- 21. Generally to do all such acts, deeds, matters and things, for and on my behalf, at my cost and expense, as are necessary and incidental for buying the property, paying the purchase price, borrowing from the Lender and giving security to the Lender, as my Attorney deems fit and proper.
- 22. This specific Power of Attorney has been executed for matters related to availing Loans from the Lender and to create first ranking and exclusive charge/ lien/ mortgage on the Said Property only and this Power of Attorney will automatically stand cancelled/ revoked on closure/settlement of all the Loans continuing with the Lender.

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

This Power of Attorney is in addition to any other Power of Attorney(s) executed by me on the Said Property in favor of the Attorney.

This Power of Attorney shall be governed by, and construed in accordance with the laws of India.

In Witness Whereof, I .....have hereunto set and subscribed my hands at ..... on .....

**SIGNED AND DELIVERED by the Executant:**

\_\_\_\_\_  
 (Name: \_\_\_\_\_)

in the presence of

- 1. ....
- 2. ....



I accept  
**Signed and delivered by the Attorney:**

Specimen signature of .....,  
 the Attorney of .....

NOTARY