

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I \_\_\_\_\_

aged \_\_\_\_\_ years Residing at \_\_\_\_\_

DO HEREBY APPOINT AND CONSTITUTE Mr./Ms./\_\_\_\_\_ 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 my one or all of the following acts, jointly and separately, deeds and things, namely

1. To apply for a loan(s) under the various schemes of the Kotak Mahindra Bank Limited (referred to as "the Bank") as also any further or additional loan(s) to Bank 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 the Bank and to give any statement, letter, clarification or any other writing required or necessary for availing of the said loan(s) from the Bank 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 the Bank or agree with the Bank 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 Bank's financial assistance) with the Bank by deposit of Title Deeds as security for the repayment of the loan(s) granted/to be granted by the Bank to me.
6. To deposit on my behalf the documents of title and to state on my behalf to any officer of the Bank 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 authorized 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 authorized 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 authorized to execute any loan agreement(s), promissory notes, letter(s) of declaration and indemnity or such other documents as may be required by the Bank in respect of the said loan(s).
  9. He/She is also authorized to execute in favour of the Bank an irrevocable Power of Attorney authorizing the Bank to execute in its own favour or in favour of any other person, as the Bank 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 authorized to pledge with the Bank 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 the Bank by way of security for the said loan(s) and to sign any documents, transfer forms or papers that may be required by the Bank in connection therewith.
  11. To acknowledge my liability/debt in respect of the loan(s).
  12. To book flat(s) / residential unit(s) on my behalf either directly or through the agency of the Bank 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 authorized to make payments direct to the Bank on my behalf for any flat(s), unit(s) my said Attorney might book through the Bank and comply with such conditions/terms the Bank may have in this behalf. He/She is authorized to make such payments to the Bank as may be demanded by the Bank by way of

service charge etc. He/She is authorized to execute any agreement(s), letters and documents as may be required by the Bank in respect of the above. The expression "builder/seller" shall include the Bank and its subsidiaries.

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 the Bank and execute receipt(s) thereof.
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) or unit(s).

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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 authorized to do all such acts, deeds and things including signing any paper(s)/document(s) 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 authorized and ratified by me.

IN WITNESS WHEREOF I/WE have put my/our signature on these presents at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ **2012**

I Accept



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EXECUTANT/S

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Signature of Attorney

**BEFORE ME:**